

**Part 3 of Attachment A to City Staff Report  
for City Council Meeting on June 17, 2020**

\*includes PSA attachments 8 through 20

## ATTACHMENT 8 TO PURCHASE AND SALE AGREEMENT

### List of Closing Documents

\*items shown below in bracketed text may be recorded after (not upon) the Closing, at the time of future recording of the Parcel Map; see related provisions in Section 6.6 of PSA, and also see Attachment 9 to PSA

1. Grant Deed
2. Declaration of Property Development Restrictions and Permitting
3. Declaration of Affordable Housing Restrictions
4. Future Recreation Center Agreement
5. River Park and Storm Water BMP Development Agreement
6. River Park and Storm Water BMP Maintenance Agreement
7. Easement Agreement for City's Public Facilities During Stage 1
8. [Easement Agreement for City's Public Facilities During Stage 2]
9. [Easement Agreement for CSU's Utilities within River Park Property]
10. Easement Agreement for River Park Construction and Maintenance
11. Irrevocable Right of Entry for Existing Monitoring Wells
12. Bill of Sale and Assignment and Assumption Agreement
13. FIRPTA affidavit (i.e., City's certification as seller that it is not a "foreign person" within the meaning of such term under United States Internal Revenue Code section 1445)
14. City's Real Estate Withholding Certificate (California Franchise Tax Board Form 593-C)

## ATTACHMENT 9 TO PURCHASE AND SALE AGREEMENT

### List of Recordable Closing Documents

\*These recordable documents will be recorded in the Official Records in the following sequence at Closing:

1. Grant Deed
2. Declaration of Property Development Restrictions and Permitting
3. Declaration of Affordable Housing Restrictions
4. Future Recreation Center Site Agreement
5. River Park and Storm Water BMP Development Agreement
6. River Park and Storm Water BMP Maintenance Agreement
7. Easement Agreement for River Park Construction and Maintenance
8. Irrevocable Right of Entry for Existing Monitoring Wells
  
9. **\*\*Easement Agreement for Stage 1 Recordation:**  
Easement Agreement for City's Public Facilities During Stage 1
  
10. **\*\*Easement Agreement for Stage 2 Recordation:**  
Easement Agreement for City's Public Facilities During Stage 2
11. Easement Agreement for CSU's Utilities within River Park Property

ATTACHMENT 10 TO PURCHASE AND SALE AGREEMENT

**Depiction of Well Removal and Abandonment Work**

[provided starting on next page]







## GENERAL CONSTRUCTION NOTES

### SAFETY

1. THE CONTRACTOR, SUBCONTRACTORS, AND THEIR EMPLOYEES SHALL BE FAMILIAR WITH AND COMPLY WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY REQUIREMENTS SET FORTH IN 29 CODE OF FEDERAL REGULATIONS (CFR), PARTS 1910 AND 1926, AND ALL FEDERAL, STATE, AND LOCAL REGULATIONS, AS APPLICABLE. THE CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR ANY PENALTIES AND DOWNTIME CHARGES IMPOSED FOR NON-COMPLIANCE.
2. ALL PERSONNEL PERFORMING WORK (INCLUDING ACCESS TO MATERIALS STAGING) SHALL COMPLETE PROJECT-SPECIFIC SAFETY TRAINING, WHICH INCLUDES VIEWING OF THE SAFETY TRAINING VIDEO AND SITE EVACUATION PROCEDURES.
3. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE HSP ON-SITE DURING ALL PHASES OF THE PROJECT AND SHALL ENSURE THAT ALL PERSONNEL HAVE REVIEWED AND ARE FAMILIAR WITH THE PLAN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIING WITH OSHA CONTRACTOR SAFETY REQUIREMENTS AND OBTAINING ANY REQUIRED SAFE WORK PERMITS ISSUED BY OSHA.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DIRECTING THE USE OF PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT TO MINIMIZE EMPLOYEE EXPOSURE IN ACCORDANCE WITH OSHA STANDARDS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY BARRIERS TO DIRECT PEDESTRIAN AND VEHICULAR TRAFFIC AROUND CONSTRUCTION AREAS.
7. IF EXCAVATIONS MUST REMAIN OPEN AFTER NORMAL WORK HOURS, THEY SHALL BE COVERED AT THE CONTRACTOR'S EXPENSE WITH STEEL PLATES (BENCH PLATES) CAPABLE OF SUPPORTING VEHICULAR TRAFFIC. THE CONTRACTOR SHALL ENSURE THE TRENCH PLATES DO NOT CONSTITUTE A TRIP HAZARD, AND FOLLOW CITY OF SAN DIEGO 2019 WHITEBOOK REQUIREMENTS.

### CONSTRUCTION

8. CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO CITY OF SAN DIEGO CODES, THE INTERNATIONAL BUILDING CODE, 2019 CALIFORNIA BUILDING CODE, CALIFORNIA FIRE CODE, NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE STANDARDS REFERENCED IN THE PERFORMANCE SPECIFICATION.

### PERMITS

9. THE ENGINEER SHALL PROVIDE ANY AND ALL REQUIRED BUILDING PERMITS, INCLUDING BUT NOT LIMITED TO BUILDING, MECHANICAL, AND ELECTRICAL PERMITS.
10. ADMINISTRATION AND EXECUTION OF ALL REQUIREMENTS OF THE PERMIT AND INSPECTOR DIRECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVAL OF ANY CONSTRUCTION CHANGE FROM PERMITTING AGENCY.

### TRAFFIC SAFETY

11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES.
12. CONTRACTOR SHALL REPAIR ALL EXISTING ROADWAY IMPROVEMENTS TO PREVIOUS CONDITIONS AS REQUIRED.

### POLLUTION CONTROLS

13. THE CONTRACTOR SHALL MAINTAIN ALL APPROPRIATE CONTROLS TO PREVENT AIR, SOIL AND WATER POLLUTION. THIS INCLUDES ADHERENCE WITH STORM WATER POLLUTION PREVENTION REQUIREMENTS.
14. THE CONTRACTOR SHALL CONTROL STORM WATER RUN-ON AND RUN-OFF AT SLOPES AND OPEN EXCAVATIONS.
15. THE CONTRACTOR SHALL PREVENT CONSTRUCTION MATERIALS AND DEBRIS FROM ENTERING STORM DRAINS AND SEWER SYSTEMS. THIS INCLUDES ADHERENCE WITH STORM WATER POLLUTION PREVENTION REQUIREMENTS PER CITY OF SAN DIEGO USA.

### SUBSURFACE UTILITIES

16. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUALITY SERVICES OF INTENDED SUBSURFACE WORK AND SHALL CONDUCT MEET-AND-MARK ACTIVITIES AS NECESSARY TO FACILITATE NECESSARY LOCATIONS OF EXISTING UNDERGROUND UTILITIES.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL NECESSARY INVESTIGATION OF EXISTING UNDERGROUND UTILITIES TO ENSURE THAT LOCATIONS ARE KNOWN PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN RECORD DRAWINGS, CITY OF SAN DIEGO RECORD DRAWINGS, HISTORICAL REMEDIATION SYSTEM DESIGN DRAWINGS, AND PRE-DESIGN UNDERGROUND SURVEY ARE PROVIDED ON DRAWINGS.

### ESPECIAL ACTIVITIES

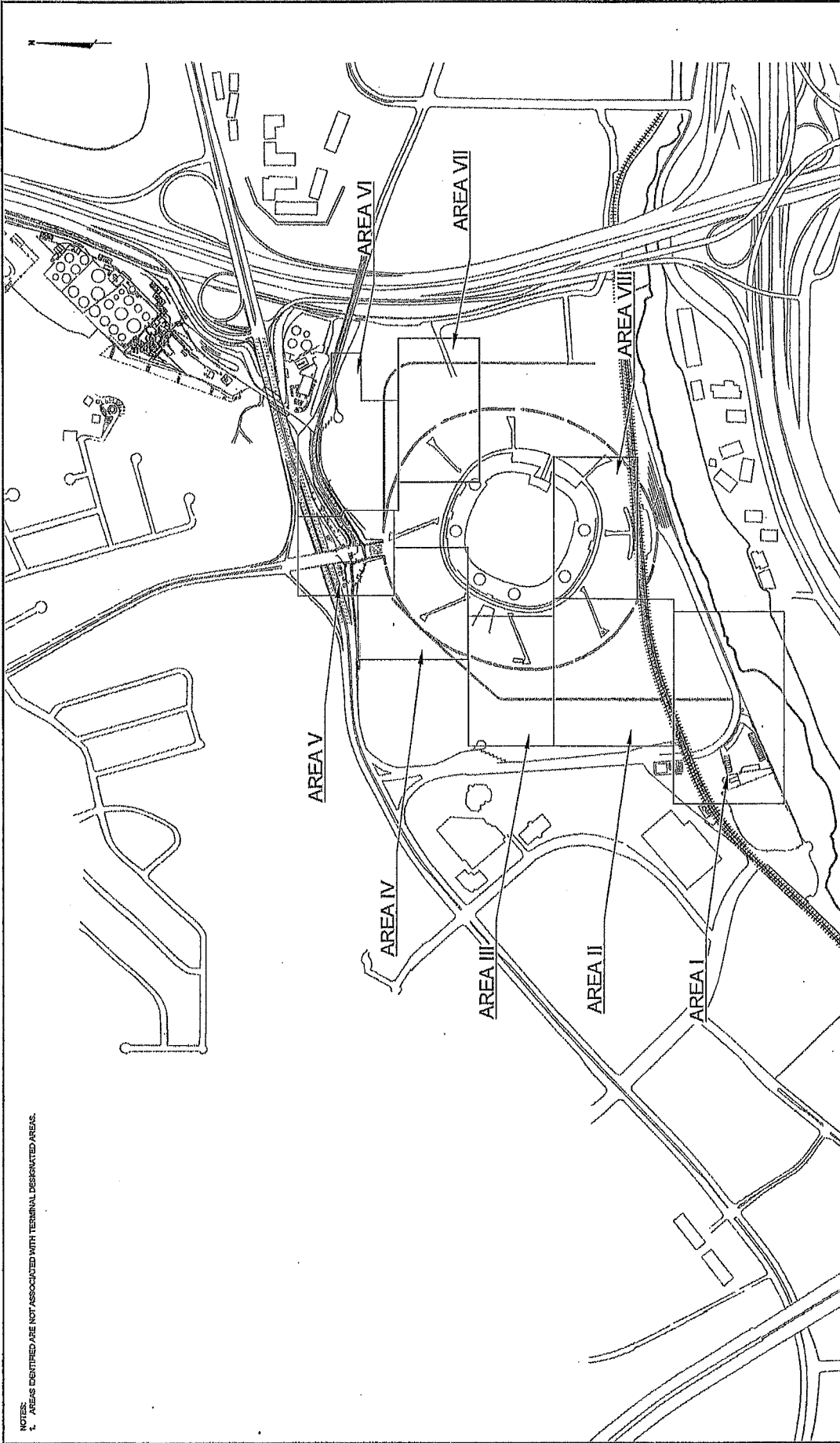
18. REMARKS ABOUT UTILITIES IS NECESSARY, CASE SHOULD BE TAKEN NOT TO DISTURB THE EXISTING UTILITIES. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONTRACTOR TO BURIED UTILITY LINES.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTION, ON-SITE STORAGE AND PROTECTION, AND APPROPRIATE DISPOSAL OF DEBRIS, EXCESS SOIL, EXCAVATED SOILS, ETC. THAT MAY BE PRODUCED DURING WORK ACTIVITIES.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR HANDLING, CONTAINMENT, PROFILING, TRANSPORT, AND DISPOSAL OF ALL HAZARDOUS AND NON-HAZARDOUS WASTES IN ACCORDANCE WITH FEDERAL EPA, CALIFORNIA DTSC, AND MHPF REQUIREMENTS. CONTACT ENGINEER FOR PROFILE APPROVAL PRIOR TO DISPOSAL.

		<b>GENERAL NOTES</b> <small>GENERAL</small>	<b>G-04</b>
<small>ARCADIS U.S., INC.                  10000 WILLOW GROVE DRIVE, SUITE 100                  SAN DIEGO, CA 92123                  TEL: 619.594.8288</small>		<small>ARCADIS U.S., INC.                  10000 WILLOW GROVE DRIVE, SUITE 100                  SAN DIEGO, CA 92123                  TEL: 619.594.8288</small>	
<small>MISSION VALLEY TERMINAL REMEDIATION SYSTEMS                  MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA</small>			
<small>APPROVED FOR CONSTRUCTION DATE: 08/23/2019</small>			

NO.	REVISION	DATE	BY	CHK	APP	DESCRIPTION
1	ISSUE	08/23/2019	ELIAS SEBALK			ISSUE FOR CONSTRUCTION
2	REVISED	08/23/2019	ELIAS SEBALK			REVISED PER COMMENTS
3	REVISED	08/23/2019	ELIAS SEBALK			REVISED PER COMMENTS
4	REVISED	08/23/2019	ELIAS SEBALK			REVISED PER COMMENTS
5	REVISED	08/23/2019	ELIAS SEBALK			REVISED PER COMMENTS

THESE NOTES ARE TO BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

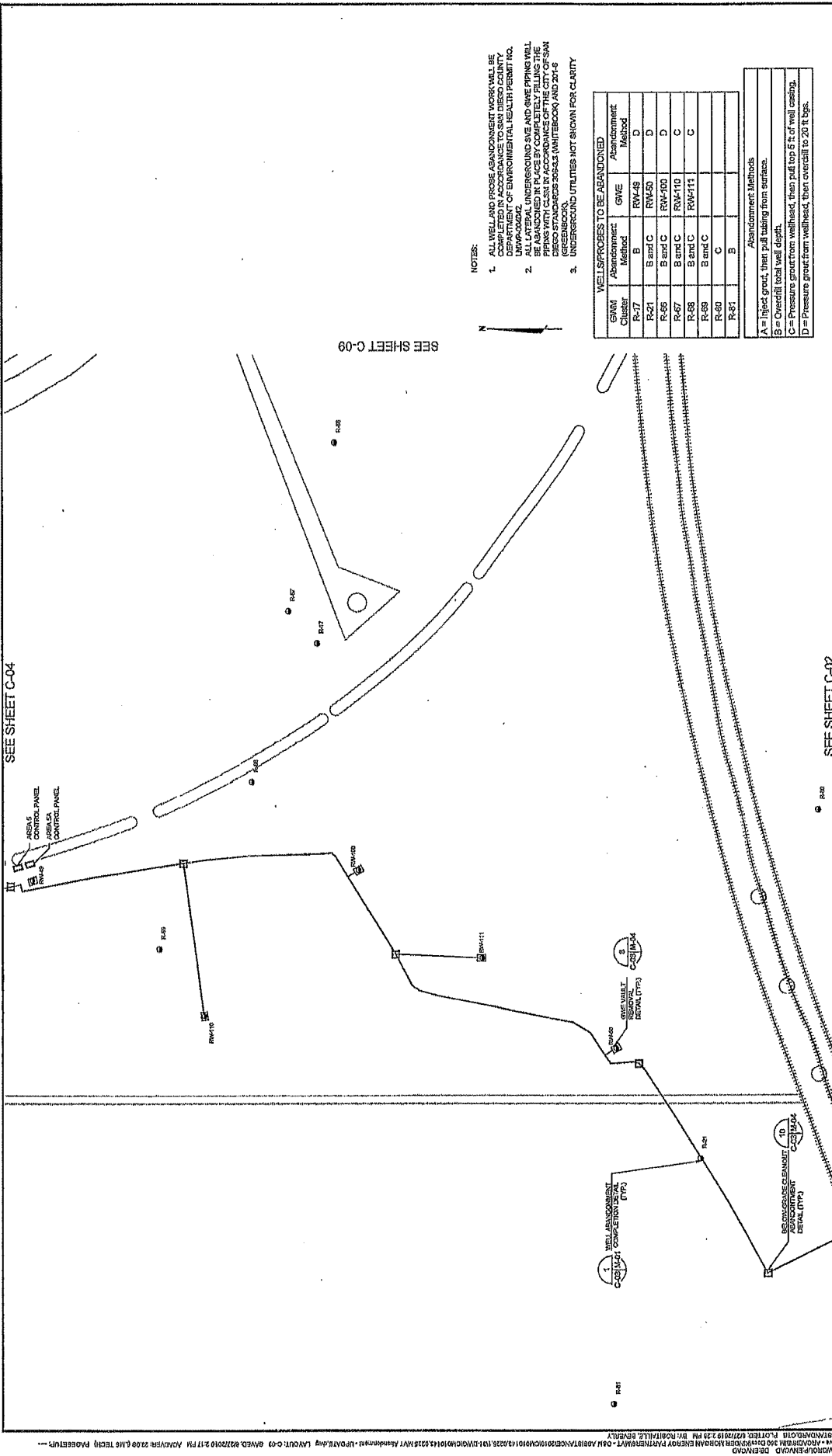




NOTES:  
 1. AREAS IDENTIFIED ARE NOT ASSOCIATED WITH TERMINAL DESIGNATED AREAS.

 ARCADIS U.S., INC.		 ELIAS SERRALL CIVIL ENGINEER No. 025408 State of California		C-01
ROGER MONTANA ENERGY PARTNERS, L.P. - MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA MISSION VALLEY TERMINAL REMEDIATION SYSTEMS				
<b>GENERAL LAYOUT - KEY PLAN</b>				
ARCADIS PROJECT NO. 15-00000001 DATE: 06/24/2019 PROJECT: MISSION VALLEY TERMINAL REMEDIATION SYSTEMS SHEET NO. C-01				





**NOTES:**

1. ALL WELL AND PROSE ABANDONMENT WORK WILL BE PERFORMED IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LWMP-00002.
2. ALL WELLS AND PROSES TO BE ABANDONED WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPES WITH CLEAN IN ACCORDANCE WITH THE CITY OF SAN DIEGO STANDARDS 905.3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

GWU Cluster	Abandonment Method	Abandonment Method
R-27	B	RW-28
R-27	B and C	RW-29
R-65	B and C	RW-100
R-67	B and C	RW-110
R-68	B and C	RW-111
R-89	B and C	
R-90	C	
R-91	B	

**Abandonment Methods**

A = Inject grout, then pull tubing from surface.

B = Overfill total well depth.

C = Pressure grout from wellhead, then pull top 5 ft. of well casing.

D = Pressure grout from wellhead, then overfill to 20 ft. bgs.

ARCADIS U.S., INC.

MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

GENERAL LAYOUT - AREA II

C-03

PROJECT NUMBER: C-03-03-001

DATE: JUNE 20, 2018

PROJECT: ARCADIS U.S., INC. MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

SEE SHEET C-04

SEE SHEET C-02

WELL ABANDONMENT COMPLETION REPORT

RECOVERY SYSTEM COMPLETION REPORT

ARCADIS U.S., INC.

PROJECT: MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

LOCATION: MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA

ARCADIS U.S., INC.

DATE: 06/20/18

BY: [Signature]

FOR: [Signature]

PROJECT: MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

DATE: 06/20/18

BY: [Signature]

FOR: [Signature]

PROJECT: MISSION VALLEY TERMINAL REMEDIATION SYSTEMS





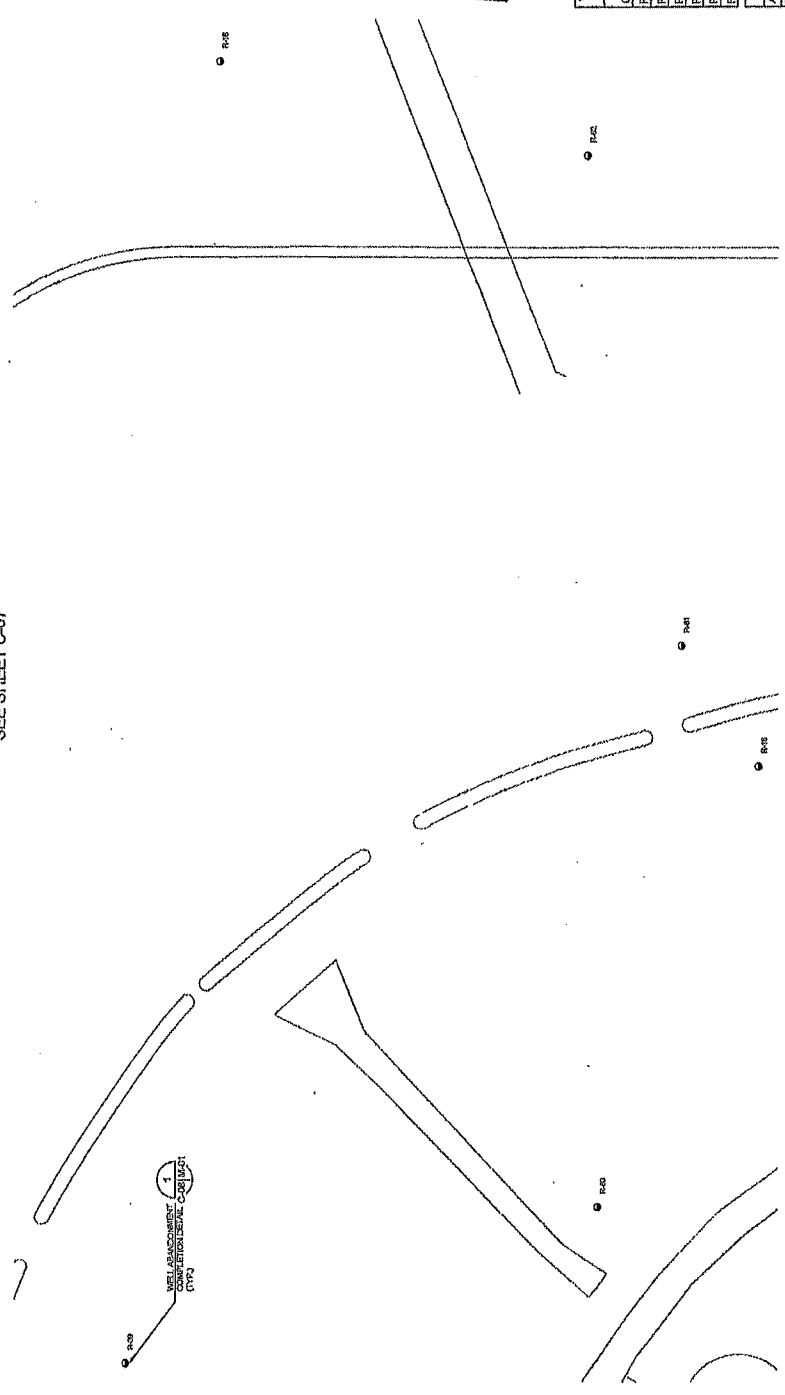








SEE SHEET C-07



NOTES:

1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE WITH THE CITY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LWMP-200402.
2. ALL LATERAL UNDERGROUND SIZE AND GIVE PIPING WILL BE COMPLETED IN ACCORDANCE WITH THE CITY OF SAN DIEGO STANDARDS 260-53 (WHITEBOOK) AND 261-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

WELLS/PROBES TO BE ABANDONED

GWM Cluster	Abandonment Method
R-15	B
R-28	B
R-39	B and C
R-60	C
R-61	B and C
R-62	B and C

Abandonment Methods

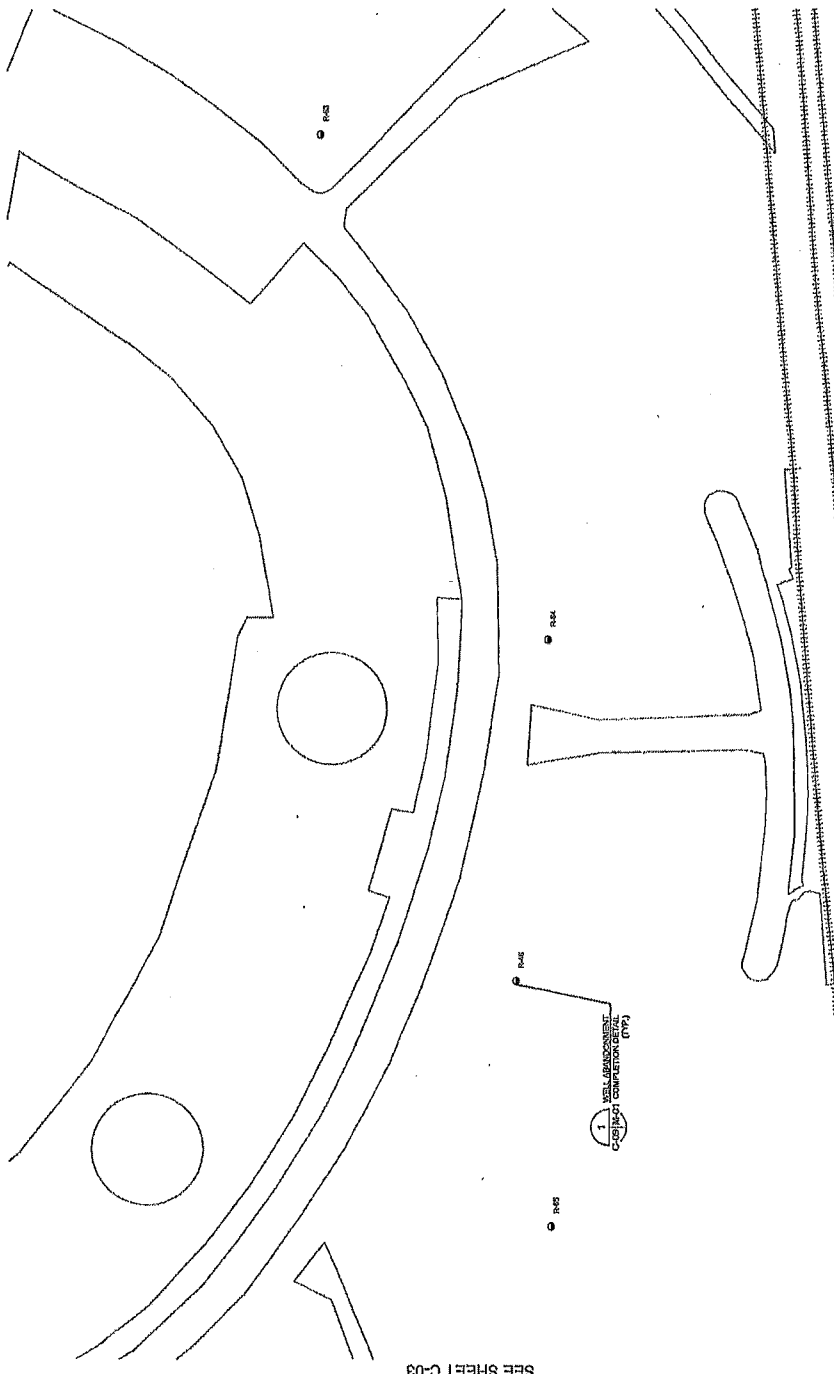
A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



ARCADIS U.S., INC.  
 MISSISSIPPI VALLEY TERMINAL SAN DIEGO, CALIFORNIA  
 GENERAL LAYOUT - AREA VII

NO.	DATE	BY	DESCRIPTION
1	08/11/2011	ELIAS STEKOLL	ISSUED FOR CLIENT REVIEW
2	08/11/2011	ELIAS STEKOLL	ISSUED FOR CLIENT REVIEW
3	08/11/2011	ELIAS STEKOLL	ISSUED FOR CLIENT REVIEW

DATE SCALE: 1" = 40'  
 PROJECT: MISSISSIPPI VALLEY TERMINAL SAN DIEGO, CALIFORNIA  
 SHEET: GENERAL LAYOUT - AREA VII  
 DRAWN BY: ELIAS STEKOLL  
 CHECKED BY: ELIAS STEKOLL  
 DATE: 08/11/2011



NOTES:

1. ALL WELL AND PROSE ABANDONMENT WORK WILL BE CONDUCTED IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF ENVIRONMENTAL HEALTH SAFETY (CALIF-DOEH).
2. ALL LATERAL UNDERGROUND PIPE AND GASE PIPING WILL BE IDENTIFIED AND PROTECTED IN ACCORDANCE WITH THE CITY OF SAN DIEGO STANDARDS 294.3 (WHITEBOOK) AND 291.6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

WELLS PROPOSED TO BE ABANDONED	
GWID	Abandonment Method
R-45	C
R-63	C
R-64	C
R-65	C

Abandonment Methods	
A	Inject grout, then pull tubing from surface.
B	Overcull total well depth.
C	Pressure grout from wellhead, then pull top 5 ft of well casing.
D	Pressure grout from wellhead, then overcull to 20 ft bgs.

SEE SHEET C-03

**ARCADIS**  
ARCADIS U.S., INC.

**C-09**

**GENERAL LAYOUT - AREA VII**  
(Actually Area VIII)

MISSION VALLEY TERMINAL REBIEDATION SYSTEMS  
RIBER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA

PROJECT NO. 10100000000000000000		DATE: 06/28/2019	
PROJECT NAME: MISSION VALLEY TERMINAL REBIEDATION SYSTEMS		DRAWN BY: J. B. B.	
CLIENT: RIBER MORGAN ENERGY PARTNERS, L.P.		CHECKED BY: J. B. B.	
PROJECT LOCATION: MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA		DATE: 06/28/2019	



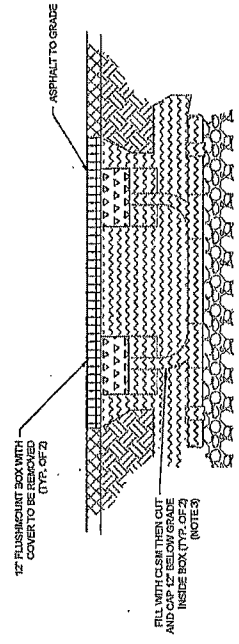
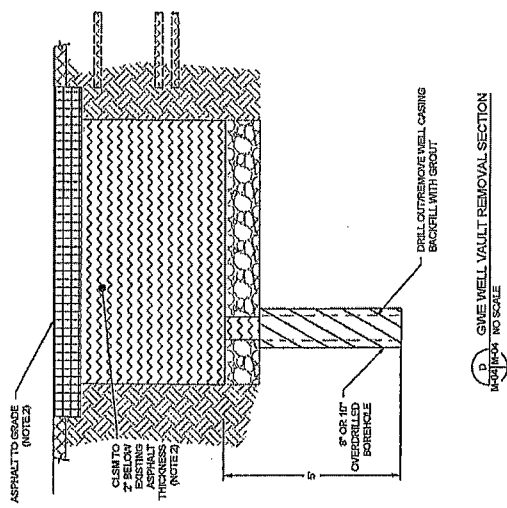
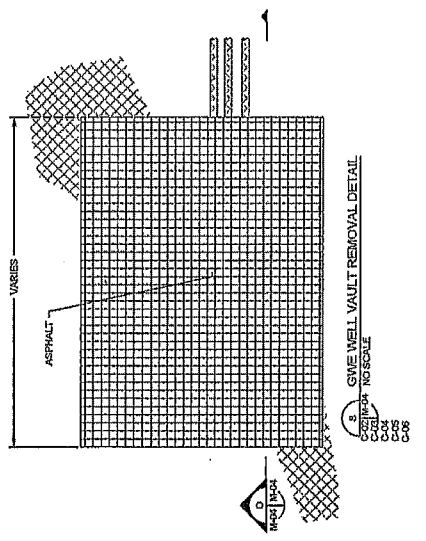
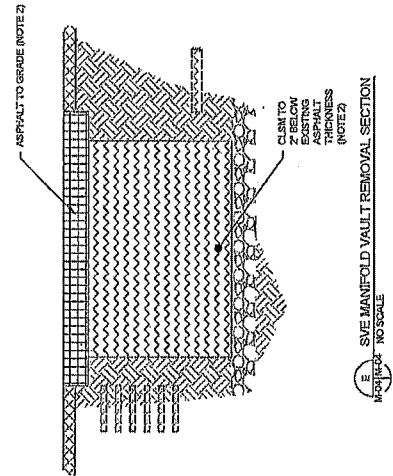
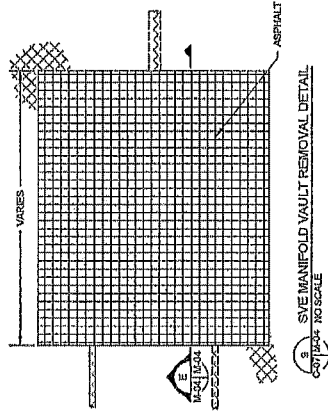




**NOTES:**

- ALL LATERAL UNDERGROUND SVE AND GWE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLEAN IN COMPLIANCE WITH THE PIPING WITH CLEAN IN STANDARDS 596.3.3 (WHITE ROCK) AND 201-6 (GREENBOOK).
- ALL VAULT FEATURES AND UNDERGROUND PIPES TO BE CUT AND CAPPED, ASPHALT SURFACE COMPLETION TO BE PLACED TO MATCH EXISTING.
- ALL EXISTING UNDERGROUND PIPES TO BE CUT AND CAPPED 12 INCHES BELOW GRADE.
- ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN FRANCISCO COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH PERMIT NO. UMWP-204042.

VAULT ID	LENGTH	WIDTH	DEPTH
SVE-M1 THROUGH SVE-M5, SVE-M7, SVE-M11, AND SVE-M22	4.5'	6.5'	5'
SVE-M4	4.5'	6.5'	2'
RW-1, RW-4, RW-9, RW-10, RW-11, RW-12, RW-13, RW-14, RW-15, RW-16, RW-17, RW-18, RW-19, RW-20, RW-21, RW-22, RW-23, RW-24, RW-25, RW-26, RW-27, RW-28, RW-29, RW-30, RW-31, RW-32, RW-33, RW-34, RW-35, RW-36, RW-37, RW-38, RW-39, RW-40, RW-41, RW-42, RW-43, RW-44, RW-45, RW-46, RW-47, RW-48, RW-49, RW-50, RW-51, RW-52, RW-53, RW-54, RW-55, RW-56, RW-57, RW-58, RW-59, RW-60, RW-61, RW-62, RW-63, RW-64, RW-65, RW-66, RW-67, RW-68, RW-69, RW-70, RW-71, RW-72, RW-73, RW-74, RW-75, RW-76, RW-77, RW-78, RW-79, RW-80, RW-81, RW-82, RW-83, RW-84, RW-85, RW-86, RW-87, RW-88, RW-89, RW-90, RW-91, RW-92, RW-93, RW-94, RW-95, RW-96, RW-97, RW-98, RW-99, RW-100	3.9'	5'	3'
RW-101 THROUGH RW-114	4.5'	6.5'	6'
RW-101 THROUGH RW-114	4.5'	7'	3'



**ARCADIS**  
ARCADIS U.S., INC.

**M-04**

ARCADIS PROJECT NO. 2019-001  
DATE: 08/26/2019  
PROJECT: GWE VAULT, SVE VAULT, AND CLEANOUT REMOVAL DETAILS  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 08/26/2019

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/26/2019	[Name]	[Name]
2	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
3	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
4	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
5	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
6	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
7	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
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9	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
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49	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]
50	REVISED TO REFLECT COMMENTS	09/10/2019	[Name]	[Name]

ATTACHMENT 11 TO PURCHASE AND SALE AGREEMENT

**Depiction of Existing Easements for Proposed Vacation**

[provided starting on next page]







ATTACHMENT 12 TO PURCHASE AND SALE AGREEMENT

**Depiction of Existing Rights-of-Way for Proposed Vacation**




[provided starting on next page]

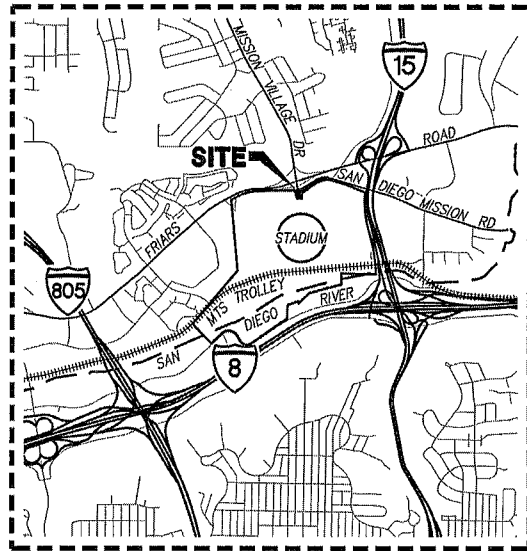
# Attachment 12

## REFERENCE DRAWINGS

- ROS 16584      • ROS 22269      • PARTITION MAP NO. 348
- ROS 6205      • PM 8041          • PM 17464
- PM 11755      • MAP 9031        • PM 780
- PM 7254      • PM 18354       • PM 20501
- MAP 11675    • MAP 13858

## LEGEND

-  INDICATES STREET VACATED  
AREA = 2.046 ACRES, MORE OR LESS
-  INDICATES FOUND 2" IRON PIPE WITH CITY  
ENGINEERING DISK SET BY CITY FIELD ENGINEERING  
CREW IN SEPTEMBER 1967 PER CITY W.O. NO.  
17600, INDEX 222-1731. SEE MAP 11675, MAP  
13858 & PARCEL MAP 18354.
-  INDICATES FOUND 3/4" IRON PIPE WITH DISK  
STAMPED "RCE 27232" PER PARCEL MAP 18354
- P.O.C. INDICATES POINT OF COMMENCEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- { } INDICATES RECORD DATA PER QUITCLAIM DEED  
REC. 03/03/1967 AS F/P NO. 29314, O.R.
- ( ) INDICATES RECORD DATA PER QUITCLAIM DEED  
REC. 02/25/1998 AS DOC. NO. 1998-0098902,  
O.R.
- [ ] INDICATES RECORD DATA PER PRELIMINARY TITLE  
REPORT PROVIDED BY CHICAGO TITLE COMPANY  
DATED 11/25/2019 AS ORDER NO.  
00101787-004-RM1-CFU



**VICINITY MAP**

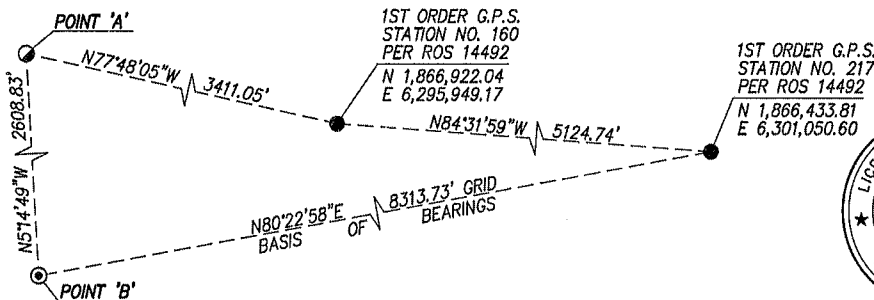
NOT TO SCALE

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN FIRST ORDER G.P.S. STATION NO. 160 AND FIRST ORDER G.P.S. STATION NO. 217 PER ROS 14492.

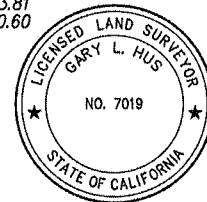
I.E., NORTH 84°31'59" WEST

THE COMBINED SCALE FACTOR AT G.P.S. STATION 160 IS 1.0000001. QUOTED BEARINGS FROM REFERENCE DEEDS/MAPS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.



**BASIS OF BEARINGS DETAIL**

NOT TO SCALE



GARY L. HUS, L.S. 7019

DATE



**PROJECT DESIGN CONSULTANTS**  
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701 B Street, Suite 800 San Diego, CA 92101  
619.235.6471 Tel 619.234.0349 Fax

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## STREET VACATION

WITHIN A PORTION OF QUITCLAIM DEED RECORDED MARCH 3, 1967 IN SERIES 8, BOOK 1967 AS FILE/PAGE NO. 29314, OFFICIAL RECORDS

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	P.T.S. NO.
ORIGINAL	PDC				SHEET 1 OF 7 SHEETS	I.O. NO. N/A
					FOR CITY LAND SURVEYOR	1840-6303
					DATE	CCS83 COORDINATES
						200-1743
						LAMBERT COORDINATES
						4 ____ -1-B
STATUS						

**EASEMENTS**

- ① 10' WIDE @ SEWER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 41769, REC. 03/11/1963, O.R.
- ② UTILITY EASEMENTS RESERVED IN VARIOUS INSTRUMENTS: A DEED FROM THE CITY OF SAN DIEGO REC. 04/07/1966 AS FILE NO. 58668, O.R.  
A DEED FROM THE SAN DIEGO STADIUM AUTHORITY REC. 04/07/1966 AS FILE NO. 58670, O.R.  
AND AS GRANTED TO THE COUNTY OF SAN DIEGO IN DEED REC. 10/06/1967 AS FILE NO. 154829, O.R.
- ③ 6' WIDE @ UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 136452, REC. 08/09/1968, O.R.
- ④ 6' WIDE @ UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO THE SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 136484, REC. 08/09/1968, O.R.
- ⑤ 6' WIDE @ UNDERGROUND ELECTRICITY STRUCTURES EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 154834, REC. 10/06/1967, O.R.
- ⑥ 25' WIDE WATER EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER INST. NO. 80-427413, REC. 12/19/1980, O.R.

**NON-PLOTTABLE EASEMENTS**

- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-072816, REC. 03/03/1983, O.R.
- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-231018, REC. 07/07/1983, O.R.
- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271165, REC. 08/04/1983, O.R.
- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 83-271166, REC. 08/04/1983, O.R.
- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 86-150534, REC. 04/18/1986, O.R.
- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 85-195414, REC. 06/03/1985, O.R.
- UTILITIES & INGRESS/EGRESS EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER INST. NO. 1995-0118945, REC. 03/22/1995, O.R.

RADIAL TABLE		
RADIAL	DIRECTION	RADIUS
R1	N12°46'23"W	8982.03'
R2	N18°26'46"W {N18°24'49"W}	8000.00' 8000.00'}

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	101°24'14" [101°24'14"]	230.00' 230.00'	407.06' 407.06'
C2	92°51'08" [92°51'08"]	170.00' 170.00'	275.50' 275.50'
C3	4°54'56"	3030.02' [3030.02']	259.95' 259.78'
C4	1°48'05" [1°48'08.5"]	8890.66' 8890.66'	279.54' 279.67'
C5	4°48'05" [4°49'17"]	8982.03' 8982.03'	752.70' 755.83'
C6	9°45'51" (9°46'17")	4141.50' 4141.50'	705.78' 706.30'
C7	18°07'37" (18°07'37")	2500.00' 2500.00'	790.94' 790.94'
C8	52°34'36" {52°34'36"}	460.00' 460.00'	422.11' 422.11'
C9	24°47'13" {24°47'13"}	1000.00' 1000.00'	432.61' 432.61'
C10	4°05'01"	290.00'	20.67'
C11	7°24'00"	4141.50'	534.90'
C12	24°47'30" {24°47'13"}	1000.00' 1000.00'	432.70' 432.61'
C13	15°24'29" {15°24'29"}	1000.00' 1000.00'	268.92' 286.92'
C14	0°27'00" {0°27'10"}	8000.00' 8000.00'	62.83' 63.22'
C15	35°10'20" {35°10'20"}	352.00' 352.00'	216.08' 216.09'
C16	3°23'53"	190.00'	11.27'
C17	4°06'21"	220.00'	15.77'
C18	9°13'42"	190.00'	30.60'
C19	9°41'23"	210.00'	35.51'
C20	87°19'49"	20.00'	30.48'
C21	23°12'09"	95.00'	38.47'
C22	32°26'13"	505.00'	285.90'
C23	12°43'17"	90.50'	20.09'
C24	37°23'41"	460.00'	300.22'



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**STREET VACATION**

WITHIN A PORTION OF QUITCLAIM DEED RECORDED MARCH 3, 1967 IN SERIES 8, BOOK 1967 AS FILE/PAGE NO. 29314, OFFICIAL RECORDS

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	P.T.S. NO.
ORIGINAL	PDC				SHEET 2 OF 7 SHEETS	I.O. NO. N/A
					FOR CITY LAND SURVEYOR	1840-6303
					DATE	CCS83 COORDINATES
						200-1743
						LAMBERT COORDINATES
						4_____-2-B
STATUS						

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N46°22'09"E [S46°23'22"W]	338.22'
L2	S32°12'56"E [N32°12'24"W]	168.35' 168.35'
L3	N54°55'56"E [S54°56'28"W]	756.09'
L4	N1°05'25"E [S1°05'35"W]	321.94' 321.77'
L5	S1°05'02"W [N1°05'35"E]	50.26' 50.23'
L6	N47°27'18"E [S47°28'35"W]	371.19' 371.20'
L7	S1°04'30"W [N0°38'01"W]	12.03' 16.86'
L8	N0°55'04"E [S0°38'01"W]	261.79' 261.68'
L9	S89°02'33"E	817.50'
L10	N4°21'01"W [S4°20'34"E]	245.73'
L11	N58°06'39"W [S58°07'54"E]	2.63'
L12	N15°38'32"W (N15°38'54"W)	101.74' 101.74'
L13	N2°29'05"E (N2°28'43"E)	102.43' 102.43'
L14	N67°09'34"W {N67°09'56"W}	466.90' 467.00'
L15	N73°26'13"W {N73°26'35"W}	345.09' 344.99'
L16	S53°59'11"W {S53°58'49"W}	395.86' 395.86'
L17	S0°00'22"W {S0°00'00"W}	120.00' 120.00'
L18	N89°59'38"W {N90°00'00"W}	110.00' 110.00'
L19	N16°26'15"W {N16°26'46"W}	194.27' 194.27'

LINE TABLE CONTINUED		
LINE	DIRECTION	LENGTH
L20	N89°59'32"W {N90°00'00"W}	550.56' 550.67'
L21	S87°00'16"W {S87°00'00"W}	350.29' 350.18'
L22	S62°13'09"W {S62°12'47"W}	193.23' 193.09'
L23	S5°14'49"E	313.06'
L24	N68°04'54"E	263.04'
L25	N69°10'15"E	243.00'
L26	N70°34'18"E	322.41'
L27	N79°58'11"E	56.20'
L28	N84°43'16"E	215.18'
L29	S85°52'47"E	122.60'
L30	N65°40'08"E	191.39'
L31	N85°12'18"E	334.12'
L32	S88°52'36"E	395.67'
L33	N77°44'24"E	1050.07'
L34	N81°45'29"E	59.66'
L35	N5°14'49"W {N5°14'33"W}	71.10' 70.38'
L36	N62°12'52"E {N62°12'47"E}	154.88' 156.54'
L37	N87°00'22"E {N87°00'00"E}	387.71' 386.11'
L38	N71°35'53"E {N71°35'31"E}	924.13' 923.84'

LINE TABLE CONTINUED		
LINE	DIRECTION	LENGTH
L39	S79°52'10"E {S79°52'32"E}	149.80' 149.77'
L40	S0°41'37"W {S0°54'06"W}	21.59' 21.58'
L41	S72°13'17"E {S72°13'39"E}	530.72' 530.72'
L42	S21°05'29"W {S21°05'07"W}	43.80' 43.79'
L43	S72°12'55"E {S72°13'17"E}	97.37' 97.37'
L44	S67°55'34"E {S67°55'56"E}	116.79' 116.79'
L45	S22°19'17"W {S14°11'26"W}	0.30' 0.85'
L46	N84°36'16"E	14.77'
L47	N88°00'09"E	132.79'
L48	N83°53'49"E	18.66'
L49	S86°52'29"E	66.82'
L50	N83°26'08"E	178.87'
L51	N80°19'45"E	72.05'
L52	N9°40'15"W	10.05'
L53	N80°45'56"E	87.93'
L54	N57°33'47"E	338.10'
L55	N90°00'00"E	33.89'
L56	S1°02'59"W	52.21'



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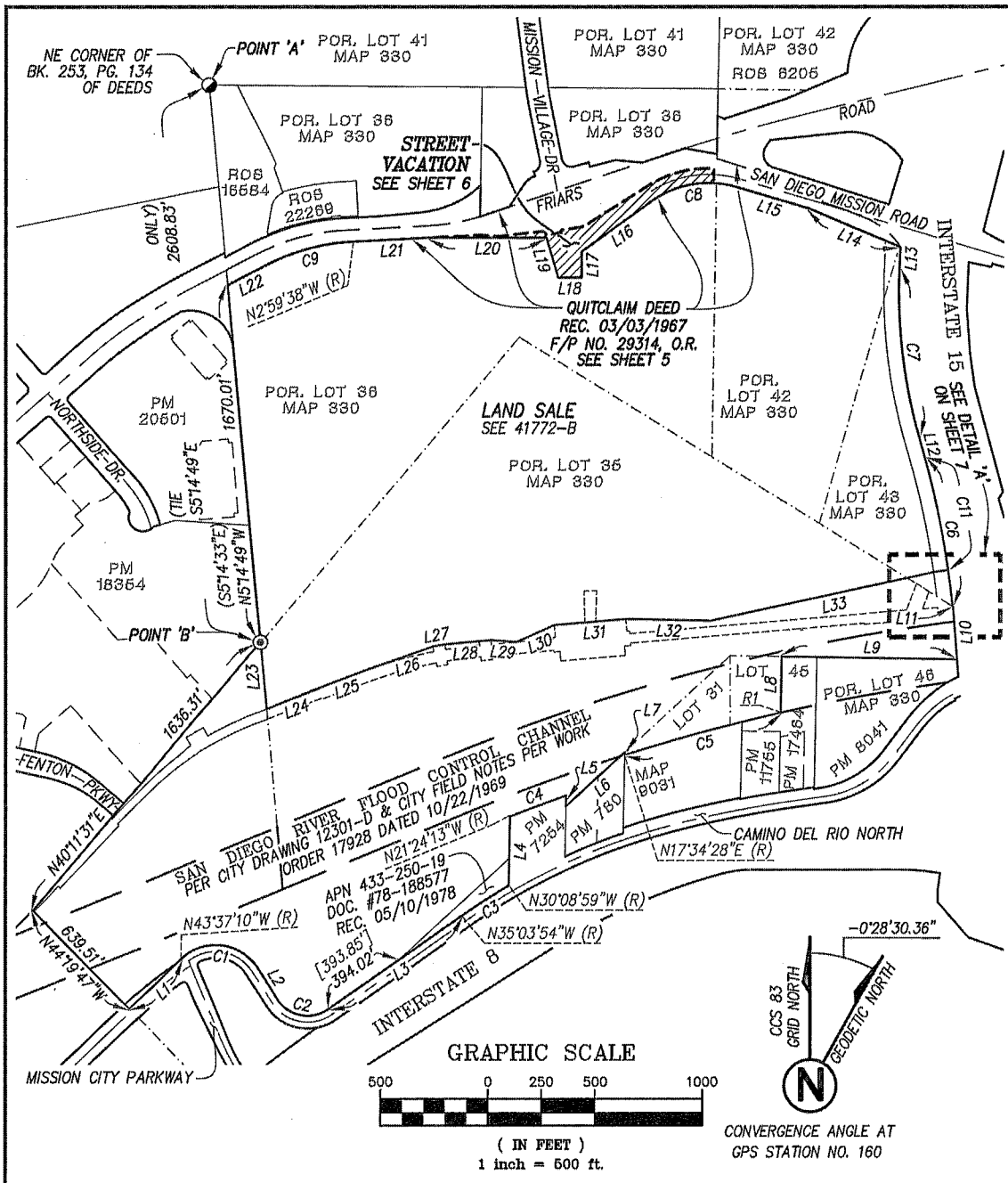
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RECORDED \_\_\_\_\_

## STREET VACATION

WITHIN A PORTION OF QUITCLAIM DEED RECORDED MARCH 3, 1967 IN  
 SERIES 8, BOOK 1967 AS FILE/PAGE NO. 29314, OFFICIAL RECORDS

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 3 OF 7 SHEETS	P.T.S. NO. _____
ORIGINAL	PDC					FOR CITY LAND SURVEYOR _____ DATE _____
						1840-6303
						CCS83 COORDINATES
						200-1743
						LAMBERT COORDINATES
						4. _____ - 3-B
STATUS						



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DOCUMENT NO. \_\_\_\_\_

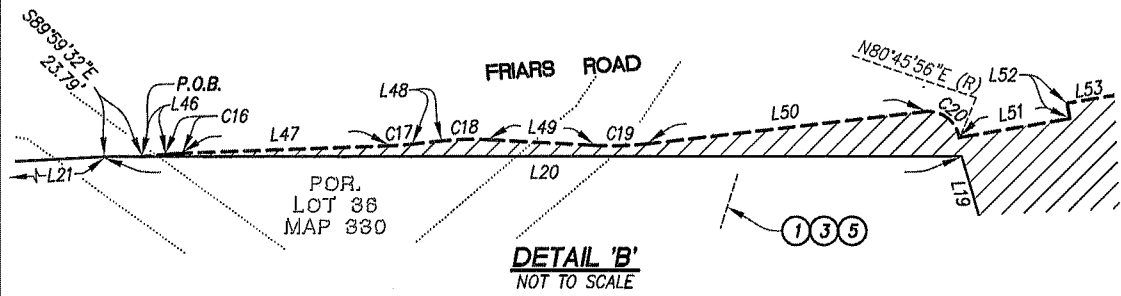
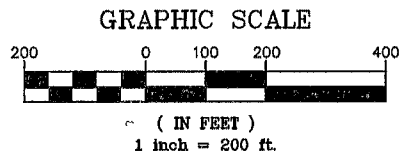
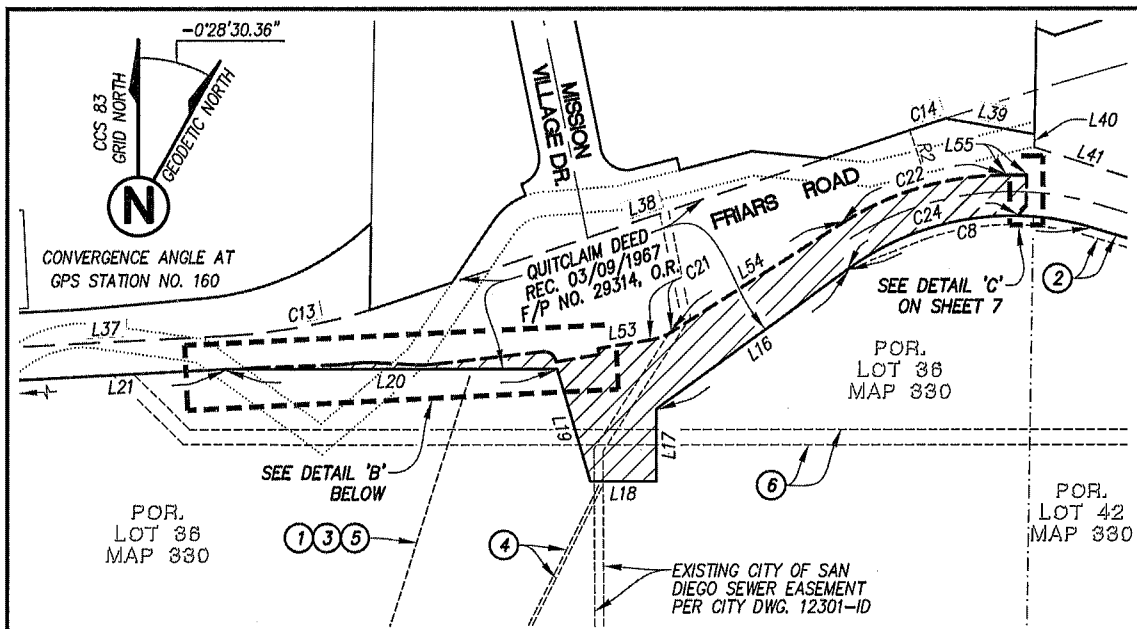
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### STREET VACATION

WITHIN A PORTION OF QUITCLAIM DEED RECORDED MARCH 3, 1967 IN SERIES 8, BOOK 1967 AS FILE/PAGE NO. 29314, OFFICIAL RECORDS

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA SHEET 4 OF 7 SHEETS	P.T.S. NO.
ORIGINAL	PDC					FOR CITY LAND SURVEYOR
					DATE	1840-6303
						CCS83 COORDINATES
						200-1743
						LAMBERT COORDINATES
						4____-4-B
STATUS						



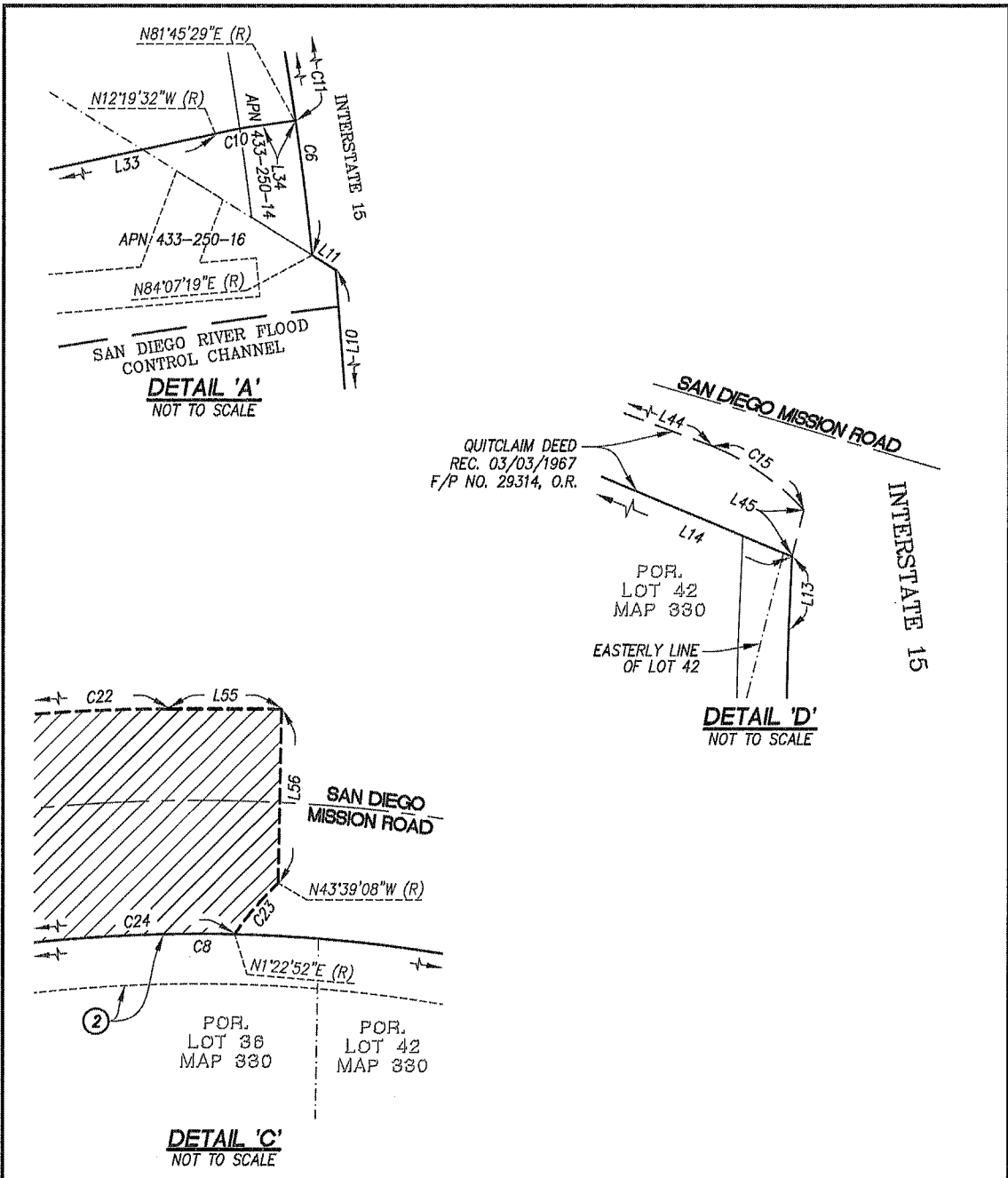


<p><b>PROJECT DESIGN CONSULTANTS</b> Planning   Landscape Architecture   Engineering   Survey 701 B Street, Suite 800 San Diego, CA 92101 619.235.6471 Tel 619.234.0349 Fax</p>	DOCUMENT NO. _____
	RECORDED _____

**STREET VACATION**  
**WITHIN A PORTION OF QUITCLAIM DEED RECORDED MARCH 3, 1967 IN**  
**SERIES 8, BOOK 1967 AS FILE/PAGE NO. 29314, OFFICIAL RECORDS**

DESCRIPTION	BY	APPRVD.	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	P.T.S. NO.
ORIGINAL	PDC				SHEET 6 OF 7 SHEETS	I.O. NO. N/A
					FOR CITY LAND SURVEYOR	1840-6303
					DATE	CCS83 COORDINATES
						200-1743
						LAMBERT COORDINATES
						4____-6-B
STATUS						





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 WITHIN A PORTION OF QUITCLAIM DEED RECORDED MARCH 3, 1967 IN  
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DESCRIPTION	BY	APPRVD.	DATE	FILMED
ORIGINAL	PDC			

**CITY OF SAN DIEGO, CALIFORNIA**  
 SHEET 7 OF 7 SHEETS

FOR CITY LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**STATUS**

P.T.S. NO. \_\_\_\_\_  
 I.O. NO. N/A  
 1840-6303  
 CCS83 COORDINATES  
 200-1743  
 LAMBERT COORDINATES  
 4 \_\_\_\_\_ -7-B

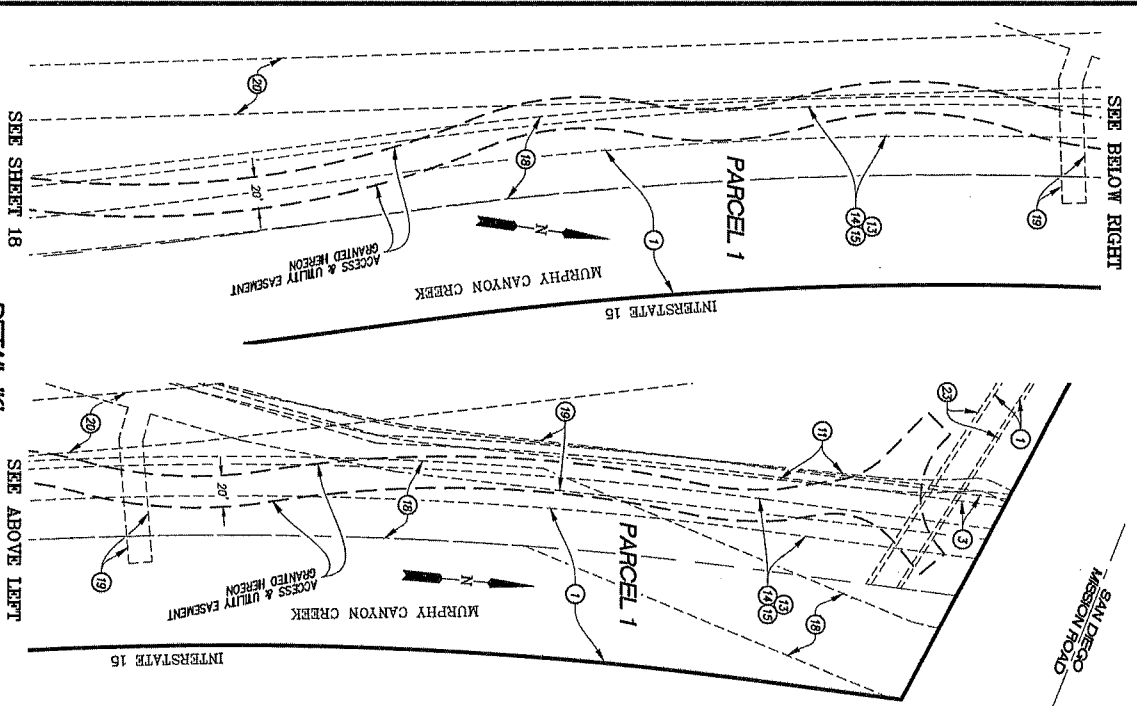
ATTACHMENT 13 TO PURCHASE AND SALE AGREEMENT

**Depiction of Proposed Public Easement and Right-of-Way Dedications**

[provided starting on next page]

# PARCEL MAP NO.

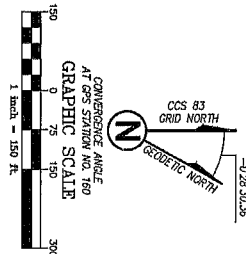
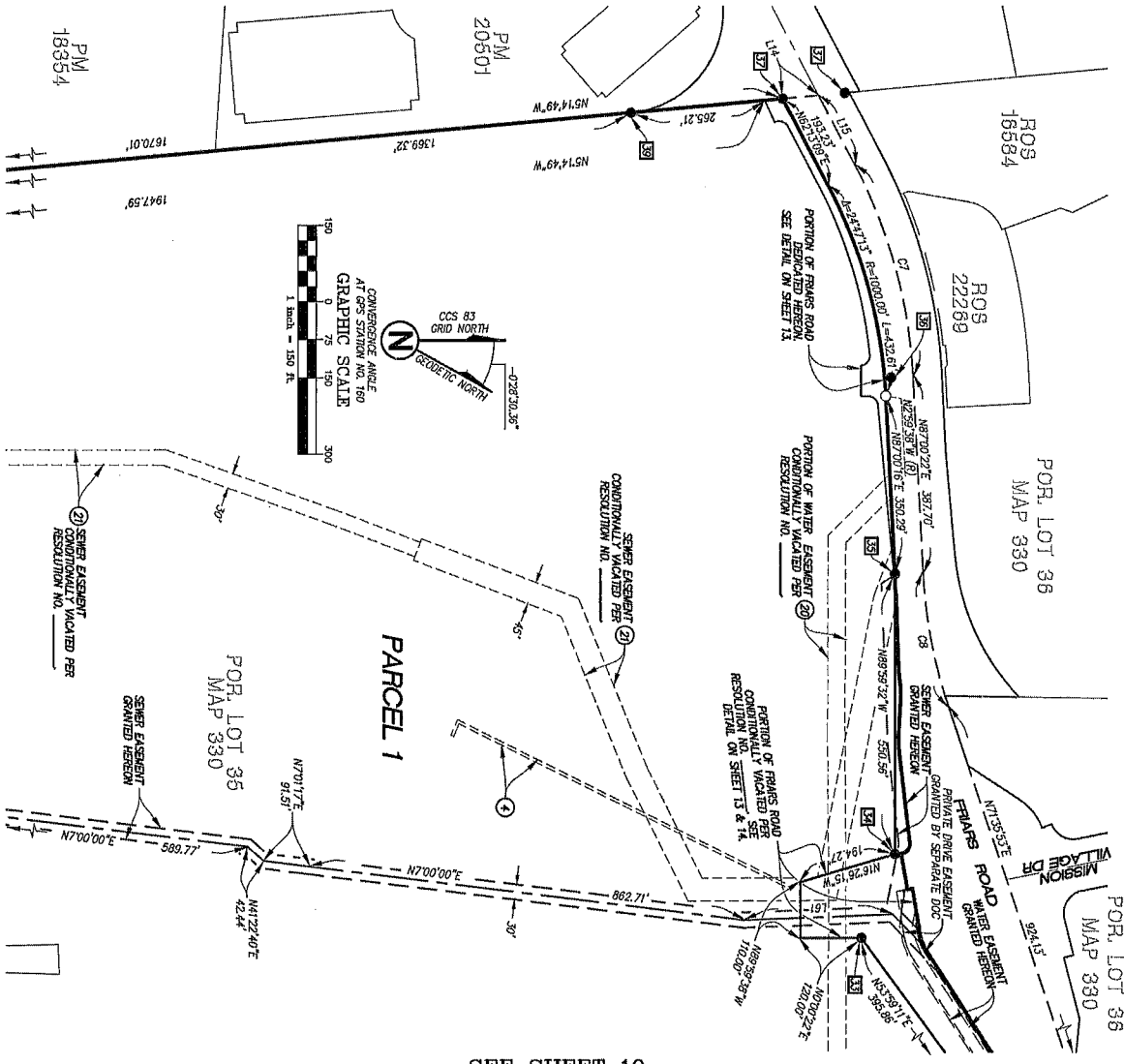
SHEET 9 OF 18 SHEETS



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7015 Stone Valley Rd  
 San Diego, CA 92121  
 619.594.0000  
 PDX@pdcsd.com

Project: 20180301-0001-0001-Parcel Map-330 - Parcel Map Sheet 9 of 18  
 Date: 10/20/2018 - 10/20/2018



SEE SHEET 11

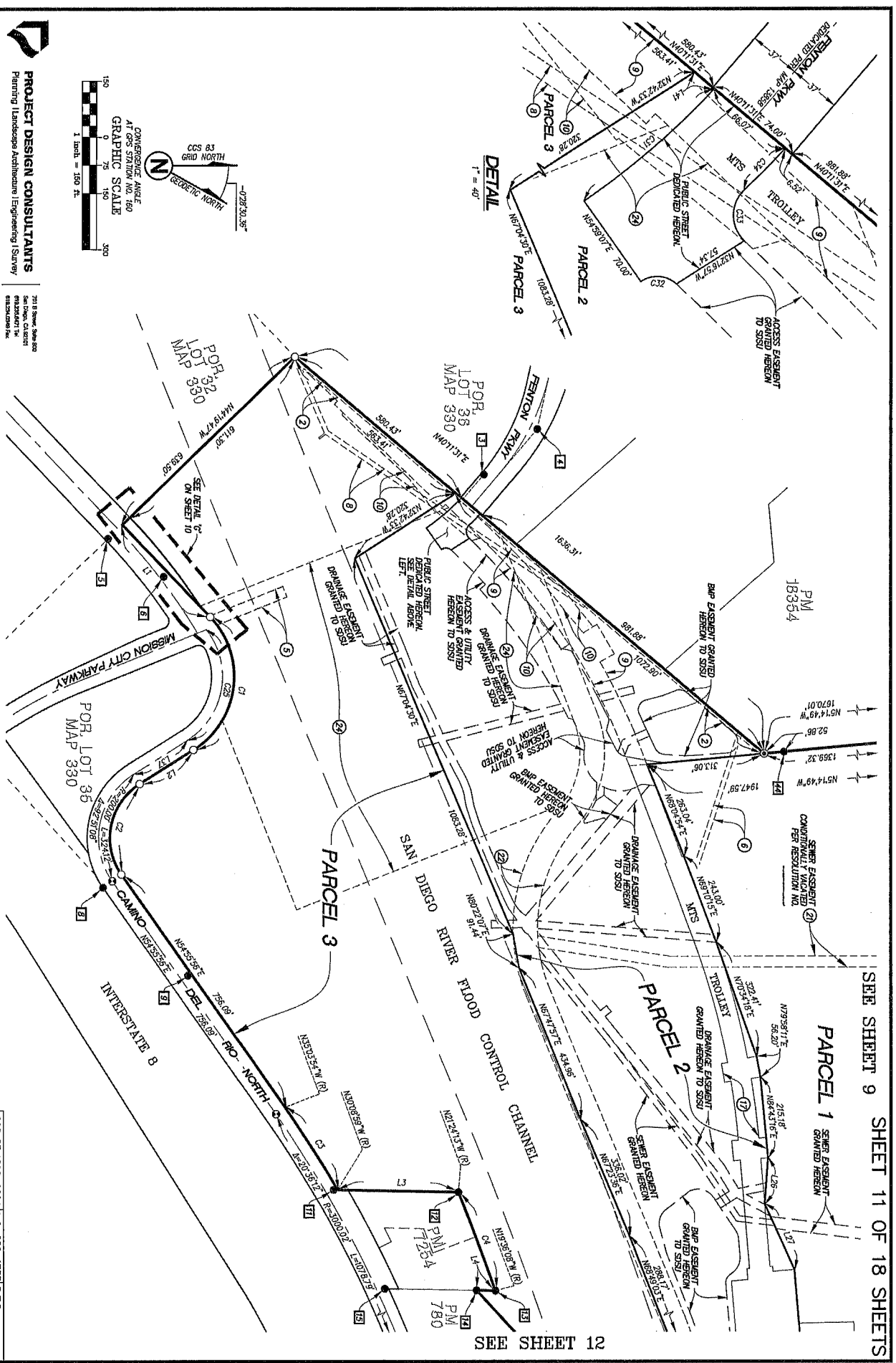
SEE SHEET 10

CCS 83-1886-6294 LC 222-17331 P.T.S.



# PARCEL MAP NO.

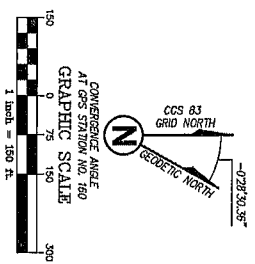
SEE SHEET 9 SHEET 11 OF 18 SHEETS



SEE SHEET 12

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 San Diego, CA 92121  
 619.447.1100  
 www.pdc.com



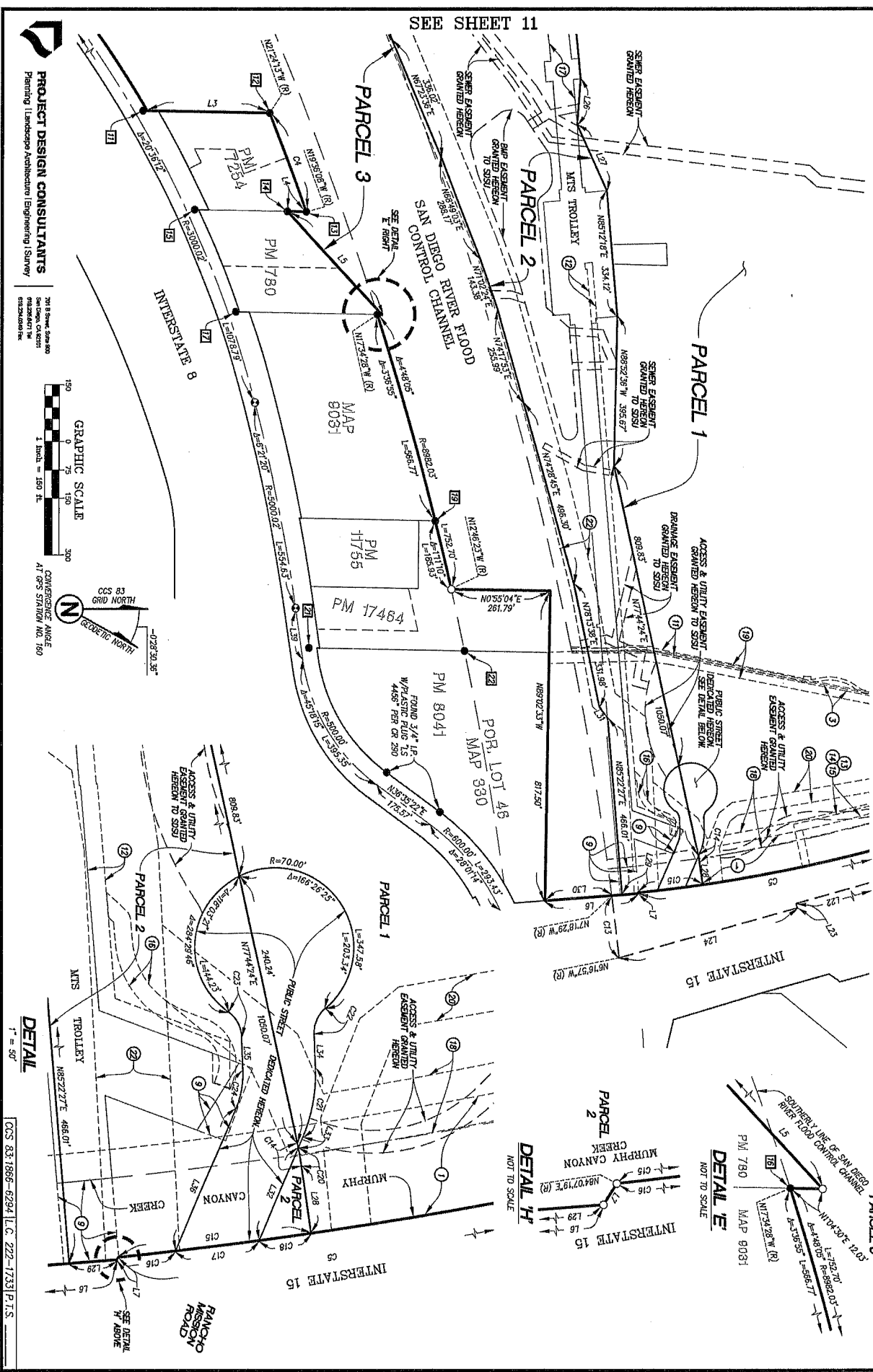
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CCS 83 1886-6294 L.C. 222-17331 P.T.S.

# PARCEL MAP NO.

SEE SHEET 10

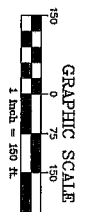
SHEET 12 OF 18 SHEETS



SEE SHEET 11

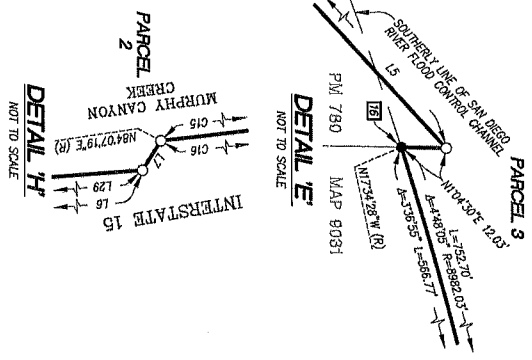
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**DETAIL**  
 1" = 50'

CCS 83 1866-6294 | C. 222-17331 P.T.S.



ATTACHMENT 14 TO PURCHASE AND SALE AGREEMENT

**CSU Financing Plan**

All capitalized terms in this CSU Financing Plan shall have the same meaning ascribed to them in the Purchase and Sale Agreement between the City and CSU. On January 29, 2020, the CSU Board of Trustees approved CSU/SDSU financing for the acquisition and investment in the Mission Valley development in accordance with the SDSU Mission Valley Campus Master Plan. The approved financing includes the costs associated with the construction of the River Park and population-based parks. On March 24, 2020, the CSU Board of Trustees approved the financing for the New Stadium. Below is a summary of the approved financing for the acquisition of the Property and these initial public benefit features of the Project, including the New Stadium.<sup>1</sup>

**Acquisition, Infrastructure, and Construction of the Project**

The financing of CSU and SDSU's investment in the SDSU Mission Valley Campus development can be separated into two components. The first component is the acquisition of the Property, preliminary plans, working drawings, preliminary grading, demolition of the existing stadium, and construction of certain public benefit features of the proposed Project, including infrastructure/utility improvements.<sup>2</sup> The second component is the construction of the New Stadium, the financing for which will be supported by stadium revenues, as discussed further below.

As noted, the total cost of the first component is estimated at \$350 million and will be funded from the following sources:

Systemwide Revenue Bonds supported by Project/campus revenues: \$250 million

Systemwide Revenue Bonds supported by system revenues: \$ 60 million

Campus and auxiliary resources:<sup>3</sup> \$ 40 million

**Total: \$350 Million**

The long-term source of repayment for the Systemwide Revenue Bonds supported by proposed Project/campus revenues will come from ground lease revenue from future public-private partnership development of the housing, retail, hospitality, and the campus research and innovation components.

---

<sup>1</sup> This CSU Financing Plan does not include financing for housing, retail, hospitality, and campus research and innovation components. It is anticipated that those development components will be financed through public-private partnerships with private or nonprofit institutions and developers, as CSU intends to enter into long-term ground leases for pertinent portions of the Property with such institutions and developers. Stand-alone university-financed facilities are anticipated to be financed through traditional university and CSU system resources designated for such uses, such as capital outlay.

<sup>2</sup> The initial public benefit features in the first component of the Project include infrastructure improvements, such as development and construction of the River Park, Population Based Parks, and Open Space, all as set forth in the Master Plan Map and Final EIR.

<sup>3</sup> Campus and auxiliary resources do not include state appropriated operating funds or revenues, student tuition, or student fee revenue.

The debt will be structured as interest only for a number of years, most likely fifteen to twenty years, with principal payments due in later years. The final structure of the principal payments will be determined at the time of debt issuance depending upon market conditions, but could include bullet maturities, with or without formal sinking funds.

The proposed total amount of Systemwide Revenue Bonds or related debt instruments (both those supported by proposed Project/campus revenues and those supported by system revenues) will be issued at a not-to-exceed par amount of \$317,000,000 on a fully taxable basis. The not-to-exceed amount is based on a total Project budget of \$350 million with a contribution of \$40 million from campus and auxiliary reserves. A portion of the bonds will also fund approximately \$2.9 million in additional net financing and issuance costs.

### **Stadium Financing Information**

The total cost of construction of the New Stadium will be \$310,000,000 and will be financed from two main components. The first component will be long-term financing with approximately \$231 million of CSU Systemwide Revenue Bonds, which will fund \$200 million of the Project construction costs plus approximately \$31 million of capitalized interest and other costs of issuance.

The source of repayment for the principal and interest on these bonds will be ongoing multi-use stadium net operating revenues. The financial plan and analysis conservatively assume revenues from football games, naming rights, concessions, and some special events. Additional revenues that might be generated from future partnerships with other professional sport teams and additional special events should only improve the financial position of the Project.

The second component of the financing will be approximately \$125 million of taxable, short-to-medium-term debt instruments issued under the Systemwide Revenue Bond program, which will fund the balance of the construction costs—\$110 million—plus approximately \$15 million of capitalized interest and costs of issuance.

The primary source of repayment for this financing component will be philanthropic gifts and revenues from premium seat acquisition licenses.

The total not-to-exceed amount of Systemwide Revenue Bonds and/or related debt instruments for both financing components on a combined basis is \$355,490,000 based upon a total project budget of \$310,000,000 and approximately \$45,490,000 in additional net financing costs, such as capitalized interest and costs of issuance.

### **River Park and Additional Parks Maintenance**

CSU will be responsible for maintaining all grounds within the SDSU Mission Valley Campus site, including the River Park on City-owned land and the Additional Parks and Open Space (“Population Based Parks”) within the Property. It is anticipated that ongoing maintenance will be funded by a variety of sources including ground lease revenue and common area maintenance fees on facilities developed with public private partners.



## ATTACHMENT 15 TO PURCHASE AND SALE AGREEMENT

### CSU New Lease Summary

This document summarizes the basic terms and conditions of the proposed CSU New Lease that the Office of the City Attorney will prepare, if the CSU New Lease is required pursuant to Section 3.3 of the Purchase and Sale Agreement (“PSA”). Each word, term, or phrase indicated to be a defined word, term, or phrase by initial capitalization in this summary that is not specifically defined in this summary shall have the meaning given to the word, term, or phrase, respectively, in the PSA.

This summary is intended to provide the basis for negotiating and drafting the definitive CSU New Lease between the Parties. No Party is bound in any way to any term or condition in this summary, unless and until the definitive CSU New Lease is agreed upon, signed, and delivered by both Parties. Both Parties acknowledge, consistent with Section 3.3 of the PSA, that if the content of the CSU New Lease is inconsistent with the CSU New Lease Summary in any material respect in the reasonable estimation of either the Mayor or the Office of the City Attorney, then the City Council will be required to consider adopting a resolution, in its sole and absolute discretion, to approve the CSU New Lease and authorize the Mayor to sign the CSU New Lease.

The Parties understand and agree that this summary, while detailed, does not contain all essential terms that the Parties expect will be part of the CSU New Lease. Further negotiations between the Parties are contemplated before the definitive CSU New Lease will be prepared. Notwithstanding, the Parties shall diligently and expeditiously Cooperate with each other to complete a mutually agreeable form of the CSU New Lease reflecting the terms of this summary at the earliest practical opportunity. Further efforts by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible CSU New Lease may not be deemed evidence of intent by either Party to be bound by this summary. The performance by either Party of obligations that may be included in the CSU New Lease between the Parties when negotiations are completed will not be considered evidence of intent by either Party to be bound by this summary.

1. Premises. That certain real property consisting of 169.72 acres, commonly known as the San Diego County Credit Union stadium site, generally located at 9449 Friars Road in the City of San Diego, County of San Diego, State of California, and including the real property defined as the Property and the River Park Property in the PSA, together with all structures, fixtures, and other improvements located on such real property as of the Commencement Date (defined in Section 4 below) (“**Premises**”).

2. Landlord. City of San Diego, a California municipal corporation (“**City**”).

3. Tenant. The Board of Trustees of the California State University, the State of California acting in its higher education capacity, on behalf of San Diego State University (“**CSU**”).

4. Lease Term. *[Drafting Note: Confirm that the Commencement Date is consistent with Section 3.3 of the PSA, or is otherwise consistent with the Council actions approving the Sale Transaction.]* The term (“**Term**”) of the CSU New Lease shall commence on \_\_\_\_\_, 2020 (“**Commencement Date**”) and remain effective through and including the earlier of: (a) the

Closing under the PSA; (b) the Fourth Extended Closing Date; or (c) the date of termination of the PSA, subject to the earlier termination of the CSU New Lease pursuant to its terms.

5. Expenses. The CSU New Lease will be a “Triple Net” lease. CSU shall pay all taxes and insurance, complete and pay for all maintenance and repairs, including capital repairs, and bear all other risks, expenses, and responsibilities of the Premises during the Term. Notwithstanding the foregoing, the City shall continue to be responsible for all liabilities and obligations belonging to the City solely under the existing telecom lease/license agreements affecting the Premises pursuant to which the City receives and is entitled to receive rents and revenues during the Term of the CSU New Lease (“**Continuing City Obligations**”).

6. Premises Condition. The Premises will be delivered by the City to CSU on the Commencement Date in “as-is” condition on the Commencement Date. The City makes no, and disclaims all, representations or warranties regarding the condition or suitability of the Premises for CSU’s intended use and, subject to the Continuing City Obligations, assumes no obligation to alter or improve the Premises. CSU has relied solely on its own independent investigations of the condition and suitability of the Premises, and is satisfied with the condition thereof as of the Commencement Date. CSU further acknowledges that the Premises are in the condition called for by the CSU New Lease and that CSU does not hold the City responsible for any defects, whether apparent or latent, in the Premises, including the presence of any Hazardous Substances. Upon expiration of the Term or the earlier termination of the CSU New Lease, CSU shall surrender and return the Premises to the City in the same condition that the Premises was in on the Commencement Date, excepting ordinary wear and tear.

7. Use. CSU may use the Premises for regularly scheduled collegiate football games of the San Diego State University Division I competitive football program overseen by the National Collegiate Athletic Association (“NCAA”), civic events, conventions, exhibitions, concerts, and other outdoor events customarily held in outdoor stadiums or in the stadium parking lot. The City and its employees and contractors shall have the right to regular and unobstructed access to the Premises in order to carry out the City’s obligations under the Continuing City Obligations (defined in Section 5 above).

8. Rent. Starting on the Commencement Date, CSU shall pay monthly base rent (“**Base Rent**”) to City in the amount of \$1. Additionally, CSU’s payment of the expenses described in Section 5 and all other amounts payable by CSU to the City or another person pursuant to the CSU New Lease are “**Additional Rent.**” “**Rent**” will be comprised of both Base Rent and Additional Rent.

9. ADA Settlement Compliance. CSU acknowledges that it is aware of and has received a copy of the Settlement Agreement and Mutual Release, dated February 12, 2001, as amended by the First Amendment thereto dated September 2, 2005, in the matter of *Beverly Walker, et al. v. City of San Diego, et. al.*, U.S. District Court Case No.: 97-cv-1547 BTM (LSP) relating to alleged violations of the Americans with Disabilities Act with respect to the operation and maintenance of the Existing Stadium (the “**ADA Settlement Agreement**”). Subject to the City’s express representations and warranties set forth in Section 10.2(d) of the Purchase Agreement, which are incorporated herein by this reference, CSU will comply with all terms and conditions of the ADA Settlement Agreement including those obligations relating to sales of wheelchair spaces and the adjacent companion seat and semi-ambulatory and armless aisle transfer seats, and any other specific requirements of the Law, with the exception that the City shall remain as the Defendant’s Representative, as defined in the ADA Settlement

Agreement. At least two weeks prior to any stadium event, CSU shall provide to the City, at no cost to the City, for distribution to the Plaintiff's Representative, as defined in the ADA Settlement Agreement, 25 wheelchair seating pairs, 28 semi-ambulatory seating pairs, and 20 armless transfer seat seating pairs (for a total of 146 seats). The City shall designate the location of such seats applicable to the upcoming stadium event. Within five (5) Business Days of the City's receipt of CSU's request for the same, the City shall provide written notice to CSU designating the location of such seats. The City shall deliver to CSU copies of any notice, written demand, written request or other correspondence received from Plaintiff's Representative concerning the ADA Settlement Agreement within twenty (20) Business Days of the City's receipt of the same.

10. No New Construction. CSU may not construct or materially alter any improvements on or related to the Premises (excluding required maintenance, which shall not require the City's prior written approval) without the City's prior written approval, which approval shall not be unreasonably withheld or delayed. All improvements, demolition, or alterations to the Premises during the Term of the CSU New Lease shall be in accordance with plans and specifications approved in writing by the City in advance, which approval shall not be unreasonably withheld or delayed, and shall be performed at CSU's sole expense. Any soil stockpiling or other pre-construction activity to be performed on the Premises will be addressed by a permit or separate agreement as determined by the City, in its sole discretion.

11. Maintenance, Repairs, and Rehabilitation. CSU shall be responsible for maintenance of all stadium elements of the Premises (including the scoreboard, football field, locker rooms, sky boxes, parking lot, etc.) at a standard consistent with the current condition of the Premises and in a manner that ensures the safe operation of the Premises similar to the manner being kept prior to the Commencement Date. CSU shall also be responsible for all maintenance, repairs and operation of the Murphy Canyon Creek Channel in compliance with all applicable laws and permits, including the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. section 1251 *et seq.*, and San Diego Municipal Code Chapter 4, Article 3, Division 3 (Stormwater Management and Discharge Control). The City shall not under any circumstances be required to make repairs, capital improvements, or take any other rehabilitation measures related to the Premises.

12. Hazardous Substances. CSU shall not allow the illegal installation, storage, utilization, generation, sale, or release of any Hazardous Substance or otherwise regulated substance in, on, under, or from the Premises in violation of applicable law. CSU and its agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Premises in violation of applicable Law. CSU shall, prior to initiating any remediation or operations, obtain all required permits from applicable regulatory agencies, including the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board.

12.1. Release. A "release" shall include any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a Hazardous Substance in violation of applicable law. Use of Hazardous Substances in reasonable amounts for the operation of equipment and machinery lawfully existing, installed or placed upon the Premises shall be permitted without obtaining any further City consent.

12.2. Remediation. If CSU's occupancy, use, development, maintenance, or restoration of the Premises results in a release of a Hazardous Substance, CSU shall pay all costs of remediation and removal required by applicable regulatory agencies for unrestricted reuse of the Premises, and in accordance with Law.

12.3. Removal. If CSU or its contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Premises, CSU or its contractors or agents shall remove all Hazardous Substances in any type of container, equipment, or device from the Premises immediately upon or prior to the expiration or earlier termination of the CSU New Lease. Upon the City's request, CSU shall deliver to the City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances, containers, equipment, or devices from the Premises. CSU shall be responsible for all costs incurred by the City to remove any container, equipment, or device requiring disposal or removal as required by this provision.

12.4. Indemnity. CSU shall defend, indemnify, and hold harmless the City and related entities from all claims, costs, and expenses to the extent related to environmental liabilities resulting from CSU's occupancy, use, development, maintenance, or restoration of the Premises, including: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, CSU's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

12.5. Notice of Release. If CSU knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Premises in violation of Law, CSU shall immediately notify the City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable Law. CSU shall deliver a written report thereof to the City within three (3) calendar days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by Law. If CSU knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, CSU shall take all actions necessary to alleviate the danger. CSU shall immediately notify the City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

13. City's Reserved Rights. The City will reserve the following rights relative to the Premises:

13.1. Mineral and Water Rights. The City will reserve all rights, title, and interest in and to any and all subsurface natural gas, oil, minerals, and water on, under, or within the Premises.

13.2. Easements and Access to Adjacent City-owned Property. The City will reserve the right to grant, establish, and use easements and rights-of-way over, under, along, and across the Premises for utilities, thoroughfares, or access as it deems advisable for the public good or to access City-owned real property located adjacent to the Premises, at no cost or liability to the City other than any liability directly arising out of the City's negligent acts or omissions.

13.3 Repairs. The City may, at all reasonable times, after reasonable notice to CSU, enter the Premises for the purpose of making repairs to, or developing, municipal resources, facilities, and services, including those resources located in easements on the Premises.

13.4 Use of Facility for Emergency Vehicle Operations Training Center. Until the County of San Diego has completed an operational facility for emergency vehicle operations course training, but in any event not beyond December 31, 2020, CSU will permit the City's temporary use of the parking lot areas on the Premises for emergency vehicle operations course training in a manner similar to the occurrence of such training on the Premises before the Commencement Date of the CSU New Lease, provided that such training will not conflict or unreasonably interfere with CSU's planned stadium events, that the City obtains or causes to be obtained reasonably appropriate insurance coverage (naming CSU as an additional insured), and that the City remains responsible in each case for restoring the Premises to substantially the same condition that existed immediately before commencement of such training. Upon request, CSU will reasonably consider a request to use the Premises for emergency vehicle operations course training beyond December 31, 2020, which request may be denied if CSU determines in its sole and absolute discretion that emergency vehicle operations course training would interfere with CSU's use and occupancy of the Premises.

13.5 Temporary Use of Facility. If a natural disaster, such as a wildfire or earthquake, occurs in the San Diego region and the City reasonably requires the temporary use of the Premises to assist with local disaster relief efforts or to provide temporary shelter and food for individuals or families displaced from their primary residence, the Parties shall cooperate to facilitate the temporary use of the Premises in this manner, provided that such temporary use will not conflict or unreasonably interfere with CSU's planned stadium events and the City remains responsible in each case for restoring the Premises to substantially the same condition that existed immediately before commencement of such temporary use.

13.6 Noninterference. The City shall not substantially or unreasonably interfere with CSU's use of the Premises, and shall repair or reimburse CSU for reasonable costs incurred by CSU to repair any physical damages to the Premises or CSU's personal property directly caused by the City's exercise of these reserved rights. The City shall pay the costs of maintenance and repair of all City installations made pursuant to these reserved rights.

14. Financing. CSU shall not permit or cause any leasehold mortgages, security instruments or liens to be recorded against the Premises or any portion of the Premises. If any such leasehold mortgages, security instruments or liens are recorded against the Premises or any portion of the Premises, CSU shall indemnify and hold the City harmless from and against any claims in connection therewith, and immediately procure the discharge thereof.

15. Casualty and Condemnation. If, during the Term of the CSU New Lease, the Premises is destroyed or damaged to the extent that an independent third party estimator reasonably estimates the cost of restoration or repair to exceed ten percent (10%) of the Base Purchase Price (as defined in the PSA), or any eminent domain proceeding is commenced that will result in the taking of more than ten percent (10%) of the surface area of the Premises, CSU shall have the right, in its sole and absolute discretion, to either: (i) terminate the CSU New Lease by delivering written notice of termination to the City, or (ii) restore the Premises, at which point the CSU New Lease shall remain in full force and effect.

16. Taxes. All taxes arising from the lease transaction or related to CSU's use or occupancy of the Premises pursuant to the CSU New Lease shall be paid by CSU. Further, in accordance with California Revenue and Taxation Code Section 107.6(a), the City states that by granting the rights in the CSU New Lease to and for the benefit of CSU and by entering into the CSU New Lease, a possessory interest of CSU subject to property taxes may be created. CSU or any other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. CSU shall be responsible for paying, and shall pay when due, any and all possessory interest tax or other taxes and assessments imposed as a result of the rights granted by the City to and for the benefit of CSU as provided in the CSU New Lease.

17. Utilities. CSU shall contract for and pay all charges associated with utilities used at the Premises during the Term of the CSU New Lease.

18. Service Contracts. To the extent permitted by the terms of any specific service contract relating only to services provided on the Premises, CSU will have the option to either terminate the contract or accept an assignment of any service contracts existing as of the Commencement Date.

19. Franchises and Licenses. To the extent permitted by the terms of any specific license, CSU will have the option to either terminate the license or accept an assignment of the license as of the Commencement Date.

20. Insurance. CSU shall procure and maintain during the Term of the CSU New Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the obligations and any work under the CSU New Lease and the results of that work by CSU, its agents, representatives, employees, or subcontractors.

20.1 CSU shall maintain insurance coverage as follows:

(a) Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Commercial Automobile Liability. For all of CSU's automobiles including owned, hired, and non-owned automobiles, CSU shall keep in full force and effect automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(c) Property Insurance. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

(d) Workers' Compensation. For all of CSU's employees who are subject to, or performing obligations or any work pursuant to or under, the CSU New Lease and to the extent required by the applicable state or federal law, CSU shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of ONE MILLION DOLLARS (\$1,000,000) of employers' liability coverage per accident for bodily injury or disease, and CSU shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives.

(e) Professional Liability (Errors and Omissions) Insurance. The limit shall be no less than TWO MILLION DOLLARS (\$2,000,000) per claim, TWO MILLION DOLLARS (\$2,000,000) aggregate.

(f) Cyber Liability Insurance. The limits shall not be less than TWO MILLION DOLLARS (\$2,000,000) per occurrence or claim, TWO MILLION DOLLARS (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CSU under the CSU New Lease and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

20.2 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

(a) Commercial General Liability Insurance Endorsements:

(i) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by CSU.

(ii) Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or is primary to any insurance or self-insurance of the City. Any insurance maintained by the City of San Diego and its officials, officers, employees, agents and representatives shall be in excess of CSU's insurance and shall not contribute to it.

(b) Workers' Compensation Insurance Endorsements:

(i) Waiver of Subrogation. The Workers' Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by CSU.

20.3 All Risk Property Insurance. All Risk Property Insurance Coverage will be procured and maintained by the City for Real Property on the Premises. CSU shall reimburse the City for cost of said coverage premium costs and applicable deductibles.

20.4 Self-Insurance. CSU represents that CSU maintains various programs of self-insurance, insurance, and reinsurance providing the insurance coverages required in this Section 20, and the Parties acknowledge that such programs may be an acceptable means of providing the coverage required by this Section 20 provided that all such coverage is at least as broad as required in this Section 20 and meets all coverage limits and other requirements set forth in this Section 20. CSU shall provide documents in evidence of such coverage as required in and meeting all terms of this Section 20, which evidence of coverage shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed.

21. Traffic Management and Public Safety Services. If CSU provides adequate written notice of upcoming events and submits necessary documentation to the City in advance, the City will coordinate with CSU to provide traffic management and public safety services for public events sponsored or permitted by CSU at the stadium or the parking lot. Within thirty (30) calendar days after receipt of an invoice, CSU shall reimburse the City for all costs incurred by the City in providing traffic management and public safety services, including expenses incurred by the Police Department, the Fire/Rescue Department, and the Special Events Department.

22. Advertising. Upon the Commencement Date and for the duration of the Term, the City shall assign CSU any and all rights under the current naming rights agreement with Fox Sports Advertising associated with the Premises, including revenue prorated from the Commencement Date. CSU shall not display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising (collectively, "**Signs**") on the Premises in a manner that would violate any applicable Law or existing agreements that are effective as of the Commencement Date and complete copies of which have previously been delivered to CSU. Any Signs permitted by the existing Agreement for Use and Occupancy of the Premises between the City and CSU are permitted.

23. Management Agreement/Subleasing. CSU may (i) enter into a management agreement with a professional management company in order to operate the Premises and/or (ii) sublease office and locker room space in the stadium, each without the City's prior written consent; provided, and on the condition, that the terms of any such management agreement and sublease shall be consistent with the terms of the CSU New Lease and CSU shall continue to remain responsible and liable for all requirements and obligations of CSU under the CSU New Lease, and further that any such sublease shall comply with the requirements of San Diego City Charter Section 225 (Mandatory Disclosure of Business Interests). CSU may not sublease all or any other portion of the Premises without the City's prior written consent. If CSU requests to sublease all or any other portion of the Premises, such consent may be conditioned upon CSU including certain terms in the sublease that are applicable to private entities subleasing real property owned by the City, which were not included in the CSU New Lease because CSU the intended lessee is a state agency.

24. Assignment of CSU New Lease. CSU may not assign the CSU New Lease without the City's prior written consent. If CSU requests the ability to assign the CSU New Lease to a private entity,



the City may condition its consent on the assignee accepting the imposition of additional terms applicable to private entities leasing real property from the City, which were not included in the CSU New Lease because CSU the intended lessee is a state agency.

25. Indemnification. CSU shall defend, indemnify, and hold harmless the City and its officials, officers, employees, representatives, attorneys, and agents (the “**City Indemnified Parties**”) from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to CSU’s officers, employees, invitees, guests, agents, or contractors, to the extent they arise out of or are in any manner directly or indirectly connected with the CSU New Lease or CSU’s occupancy, use, development, maintenance, restoration, rehabilitation, or improvement of the Premises, and all expenses of investigating and defending against same, including attorneys’ fees and costs; provided, however, that CSU’s duty to indemnify the City shall not apply to any claims to the extent arising out of the City Indemnified Parties’ established sole negligence or willful misconduct. The City shall promptly notify CSU in writing of the City’s receipt of any written notice of any claims subject to CSU’s indemnification. With respect to CSU’s indemnification obligations under the CSU New Lease, the City, may, at its election, conduct the defense or participate in the defense of any claims related in any way to the indemnification. If the City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense, of any claims related to this indemnification, CSU shall pay all of the costs and expenses related to the defense and indemnification, including, but not limited to, all related legal costs incurred by the City Indemnified Parties. CSU’s obligation to indemnify and defend the City Indemnified Parties pursuant to the CSU New Lease shall survive the expiration or termination of the CSU New Lease, until any and all actual or prospective claims regarding any matter subject to such obligation are fully, finally, and completely barred by applicable statutes of limitations.

26. No Joint and Several Liability. The City and CSU each agree that they are not jointly and severally liable for any liability imposed on either Party for a negligent or wrongful act or omission as provided for in Government Code section 895.2. Further, the City and CSU have provided for indemnification and allocation of risks of liability in the CSU New Lease, as allowed by Government Code section 895.4, and the City and CSU each agree, that neither Party shall be entitled to seek a contribution from the other Party for any amount paid in excess of that Party’s pro rata share to satisfy a judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the CSU New Lease pursuant to Government Codes section 895.6.

27. Restriction on Plastic Food Containers. CSU will comply with the CSU Single-Use Plastics policy and will include a requirement in any vendor contracts requiring compliance with the CSU Single-Use Plastics with respect to food packaging at or on the Premises; provided, however, if the City certifies an environmental impact report, and begins enforcement of the Single Use Plastic Reduction Ordinance during the Term of the CSU New Lease, CSU will require that its sublessees, vendors, or concessionaires comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907, and CSU will include compliance with this section as a requirement in its contracts with any sublessee, vendor or concessionaire.

28. Living Wages. The CSU New Lease will be subject to the City’s Living Wage Ordinance (“**LWO**”), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Specifically, the LWO does not apply to CSU in its direct hiring of employees but the LWO does apply to any

subcontracts, subleases, and concessionaire agreements with respect to the Premises and CSU's lease and use of the Premises pursuant to the CSU New Lease. Therefore, CSU agrees to require all of CSU's subcontractors, sublessees, and concessionaires to comply with the LWO and all applicable Law, and CSU agrees to include the LWO requirements in all such subcontracts, subleases, and concessionaire agreements with respect to the Premises and CSU's lease and use of the Premises pursuant to the CSU New Lease.

28.1 Payment of Living Wages. Pursuant to Municipal Code section 22.4220(a), CSU shall require CSU's subcontractors, sublessees, and concessionaires to ensure that all workers who perform work under, or pursuant to, the CSU New Lease are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

(a) Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. CSU shall require CSU's subcontractors, sublessees, and concessionaires to post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with Municipal Code section 22.4225(e).

(b) LWO wage and health benefit rates are adjusted annually in accordance with Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

28.2 Compensated Leave. Pursuant to Municipal Code section 22.4220(c), CSU shall require CSU's subcontractors, sublessees, and concessionaires to provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

28.3 Uncompensated Leave. CSU shall require CSU's subcontractors, sublessees, and concessionaires to permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or an immediate family member when the worker has exhausted all accrued compensated leave.

28.4 Enforcement and Remedies. CSU shall notify CSU's subcontractors, sublessees, and concessionaires that the City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should any of CSU's subcontractors, sublessees, or concessionaires be found to be in violation of any provisions of the LWO.

28.5 Payroll Records. CSU shall require CSU's subcontractors, sublessees, and concessionaires to submit weekly certified payroll records online via the City's web-based Labor Compliance Program. CSU shall require CSU's subcontractors, sublessees, and concessionaires to submit certified payroll records to the City pursuant to the LWO. For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required and CSU shall require CSU's subcontractors, sublessees, and concessionaires to provide submittals that comply with both ordinance requirements.

28.6 Certification of Compliance. CSU shall require CSU's subcontractors, sublessees, and concessionaires to timely comply with the living wage certification requirement in Municipal Code section 22.4225.

28.7 Annual Compliance Report. CSU shall require CSU's subcontractors, sublessees, and concessionaires to file an annual report documenting compliance with the LWO pursuant to Municipal Code section 22.4225(d), and to maintain for a minimum of three (3) years all records documenting compliance.

28.8 Exemption from Living Wage Ordinance. Pursuant to Municipal Code section 22.4215, CSU shall notify CSU's subcontractors, sublessees, and concessionaires of the option to apply to the City for an exemption from the LWO.

29. Compliance with Prevailing Wage Requirements.

29.1 Pursuant to sections 1720 through 1861 of the California Labor Code, CSU and CSU's contractors and subcontractors shall ensure that all workers who perform work under the CSU New Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CSU further agrees that for any contracts awarded for work on the Premises by or on behalf of CSU, the City will not be the awarding body, and that CSU will be responsible for complying with all payment, reporting obligations, and enforcement obligations related to prevailing wages requirements.

29.2 CSU agrees to carry out development, construction (as defined by applicable Law) and operation of project on the Premises, including, without limitation, any and all public works (as defined by applicable Law), in conformity with all applicable federal and state labor Laws, including, without limitation, the payment of State prevailing wages, to the extent required by Law.

29.3 CSU expressly acknowledges and agrees that the City has not ever previously affirmatively represented to CSU or CSU's contractor(s) in writing or otherwise, in a call for bids or otherwise, that any work to be covered by a bid or contract is not a "public work," as defined in Section 1720 of the Labor Code. CSU agrees that CSU shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of Law, to the extent applicable. CSU agrees that CSU shall have the obligation to provide and maintain or cause to be provided and maintained as required by applicable law any and all bonds to secure the payment to contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of Law, to the extent applicable. CSU agrees that CSU shall have the obligation, at CSU's sole cost, risk and expense, to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of Law, to the extent applicable. CSU shall indemnify, protect, defend and hold harmless the City Indemnified Parties from and against any and all claims and any other loss, liability, damage, claim, cost, expense, and/or

“increased costs” (including labor costs, penalties, reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) which, in connection with the maintenance, design, development, construction (as defined by applicable Law) and/or operation of the Premises or the improvements, including, without limitation, any and all public works (as defined by applicable Law), results or arises in any way from any of the following: (1) the noncompliance by or on behalf of CSU of any applicable local, state and/or federal Law, including, without limitation, any applicable federal and/or state labor Laws (including, without limitation, if applicable, the requirement to pay State prevailing wages); (2) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar Law; (3) failure by CSU, or on behalf of CSU, to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of Law; (4) failure by CSU, or on behalf of CSU, to provide and maintain any and all bonds to secure the payment to contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of Law; and/or (5) failure by CSU, or on behalf of CSU, to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of Law.

29.4 It is agreed by the City and CSU that, in connection with the maintenance, design, development, construction (as defined by applicable Law) and operation of the Premises or any improvements, including, without limitation, any public work (as defined by applicable Law), CSU shall bear all risks of payment or nonpayment of State prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of Law, to the extent applicable. “Increased costs” as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time.

29.5 Payment of the Higher Wage. If both Prevailing Wage and Living Wage apply and the LWO is applicable, CSU will require that the higher of the two wages is paid.

30. Compliance with Law. CSU shall at all times comply with applicable Law in connection with its use, management, and operation of the Premises and its exercise of all rights and performance of all duties and obligations under the CSU New Lease.

32. No Limitation on Authority. The CSU New Lease is entered into voluntarily by the Parties under each Party’s proprietary capacity. Nothing in the CSU New Lease shall be deemed to limit, modify, abridge, abrogate, or affect in any manner whatsoever, each Party’s governmental police power or regulatory authority under applicable Law.

33. Existing Lease Revenue. CSU will acknowledge that there are existing leases between the City and certain telecommunications providers for portions of the Premises. CSU shall not interfere with or interrupt those lessees’ quiet enjoyment of the Premises. The City shall be entitled to continue to collect and receive, as City funds, all rents from those leases.

ATTACHMENT 16-A TO PURCHASE AND SALE AGREEMENT

Schedule of Leases

**\*\*General Note:** This schedule will be updated as additional use permit agreements are signed and/or additional fees are paid.

A. Leases

<b>Lessee</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Annual Rent</b>	<b>Comments</b>
Sprint PCS Assets, LLC	11/01/15	10/31/25	\$43,605.87	Monument, located in parking lot.
Sprint PCS Assets, LLC	11/01/14	10/31/24	\$51,071.00	2 DAS Equipment Rooms, #2 and #40.
New Cingular Wireless PCS, LLC -- Stadium DAS System	7/1/11	6/30/21	\$114,009.55	City receives additional rent in the amount of \$6,149.61/month, which is 30% of the sublease rent.
T-Mobile West Corporation (assigned by Omnipoint Communications, Inc.)	6/01/2009	5/31/2019	\$40,317.49	Currently in holdover status. Located inside stadium under the Press Level.
Verizon Wireless (VAW) LLC	10/01/2012	06/30/2021	\$52,744.83	2 DAS Equipment Rooms--# 7 and #35.
COXCOM, Inc dba Cox Communications San Diego (Fiber)	09/01/2009	08/31/2014	No Rent	Currently in holdover.

B. Use and Occupancy Agreements.

<b>Permittee</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Rent/Use Fee</b>	<b>Comments</b>
San Diego State University	08/05/2009	12/31/2020	\$1.1 million per each Football Season 2019	This agreement will terminate on the close of escrow or on December 31, 2020,

			& 2020 (as defined in Agreement)	whichever occurs earlier.
OMBAC (Old Mission Beach Athletic Club)	06/06/2020	Various dates from 01/01/2020 - 12/31/2020	\$1,500 per month rent (Nov.-May) \$750 per month rent (June-Oct.)  Field Maintenance Fee \$350 per month (Nov.- May)/\$100 per month (June- Oct.)	Practice Field use for youth and adult rugby games, practice and tournaments.

C. Parking Lot Scheduling Agreements.

Lessee	Effective Date	Event Date	Rent/Use Fee	Comments
ShopSmart Enterprises, LLC	09/19/2019	Every Wednesday during the Term (09/19//2019 through 12/31/2020)	\$2,750 per event	Parking lot use weekly (every Wednesday) for Swap Meet event in the northwest quadrant.
Global Sports Business, LLC (BFA Soccer)	12/06/2019	Various dates from 07/01/2019 through 12/31/2020	\$10,500.00 (duration of permit – (18) months)	Permittee is allowed to use practice field area. Rent is paid annually. City has received \$7,000 for period from 07/01/19 -06/30/20. An additional \$3,500 will be due on 07/01/20 for period through 12/31/20.
BMW Club	11/15/2019	Various dates from Jan. 2020 through June 2020	\$2,200.00/event	Permittee is allowed to use a specific parking lot quadrant upon scheduling the

				event. Currently scheduled events are 02/09/20, 03/14/20, 04/18/20, and 06/13/20.
SCCA Club	11/25/2019	Various dates from Jan. 2020 through June 2020	\$2,200.00/event	Permittee is allowed to use various quadrants of the parking lot, depending on other scheduled events. Payment per event is due in full prior to event date. Scheduled event dates for this use permit: 1/25/20, 1/26/20, 2/15/20, 2/16/20, 3/7/20, 3/8/20, 4/18/20, 4/19/20, 5/16/20, 5/17/20, 6/13/20, 6/14/20
Porsche Club	11/26/2019	Various dates from Jan. 2020 through June 2020	\$2,200.00/event	Permittee is allowed to use various quadrants of the parking lot, depending on other scheduled events. Payment in full is due prior to event date. Scheduled event dates for this use permit: 2/29/20, 3/29/20, 4/5/20, 5/3/20, 6/6/20, 6/7/20, 6/28/20
San Diego County Sheriff's Department	12/17/2019	Various dates from Jan. 2020 through June 2020	\$11,000.00 annually	Paid in advance (\$11,000 annually from July 1, 2019-June 30, 2020) on 8/8/19. New use permit agreement signed 12/17/19.
American Medical Response	01/02/2020	Various dates from Jan.	\$5,500.00 semi-annually	Permittee is allowed to use various

		2020 through June 2020		quadrants of the parking lot, depending on other scheduled events. Scheduled event dates for this use permit: 2/11/20, 2/12/20, 3/10/20, 3/11/20, 3/12/20, 4/21/20, 4/22/20, 4/23/20, 6/9/20, 6/10/20, 6/11/20.
County of San Diego Health & Human Services Agency (Drive-thru Testing)	03/16/2020	March 17-May 8, 2020; ongoing (Mondays-Fridays)	\$0	COVID-19 emergency event; Southwest quadrant
County of San Diego Health & Human Services Agency (Ambulance Decontamination)	03/21/2020	March 21-31, 2020	\$0	COVID-19 emergency event; Southeast quadrant
San Diego & Imperial Counties Labor Council	03/20/2020	March & April 2020 (weekly; every Saturday)	\$0	COVID-19 emergency event; Northeast quadrant
County of San Diego Health & Human Services Agency (Drive-thru Testing)	05/15/2020	May 18, 2020 – ongoing (Mondays-Saturdays)	\$0	COVID-19 emergency event; Southwest quadrant
San Diego & Imperial Counties Labor Council	04/30/2020	May 2020 (weekly; every Saturday)	\$0	COVID-19 emergency event; Northeast quadrant



San Diego & Imperial Counties Labor Council	06/05/2020	June 2020 (weekly; every Saturday)	\$0	COVID-19 emergency event; Northeast quadrant
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ATTACHMENT 16-B TO PURCHASE AND SALE AGREEMENT

Rent Roll

**\*\*General Note: This attachment will be updated as additional use permits are signed and/or additional payments are received.**

A. Leases

<b>Tenant</b>	<b>Location</b>	<b>Sq. Footage</b>	<b>Current Annual Rent</b>	<b>Increases</b>	<b>Expenses Paid by Tenant</b>	<b>Remarks</b>
Sprint PCS Assets, LLC – Monument	Parking Lot	N/A	\$43,605.87	3.5% Annually	Electricity	No Deposit
Sprint PCS Assets, LLC	DAS Equipment Rooms #2 and #40	642 sq. ft.	\$51,071.00	3% Annually	Electricity	No Deposit
New Cingular Wireless PCS, LLC	DAS Equipment and Panel Antennas	N/A	\$114,009.55	3% Annually	Electricity	Add. Rent in the amount of \$6,149.61/month, which is 30% of the sublease rent. No Deposit
T-Mobile West Corporation, LLC	Inside Stadium, Under Press Level	N/A	\$40,317.49	3% Annually	Electricity	Holdover. No Deposit
Verizon Wireless (VAW), LLC	Das Equipment Rooms, #7and #35	668 sq. ft.	\$52,744.83	3% Annually	Electricity	No Deposit
COXCOM, Inc. dba Cox Communications San Diego	24" wide x 4,000' long corridor and five 2'x 3' vaults along corridor	N/A	None	N/A	All utilities	Holdover. No Deposit

B. Office Rent

<b>Tenant</b>	<b>Location</b>	<b>Sq. Footage</b>	<b>Current Annual Rent</b>	<b>Increases</b>	<b>Remarks</b>
Ace Parking	Parking Lot - F1	(1) 20x60 ft. trailer	\$6,420 (\$535 per month)	N/A	Flat Rate Lease Agreement Expired 2014
Holiday Bowl	Stadium – Loge Level Section 55 (Ramp P)	3,342 sq. ft.	\$72,192 (\$6,016 per month)	N/A	Flat Rate Lease Agreement Expired 2013
ShopSmart Enterprises LLC (Swap Meet)	Stadium- Plaza Level Gate G	650 sq. ft.	\$11,700 (\$975 per month)	N/A	Flat Rate Lease Agreement Expired 2014
SDSU/Legends Sales	Stadium- Plaza Level Gate A	N/A	\$49,200 (\$4,100 per month)	N/A	Flat Rate Lease Agreement through 12/31/2020

C. Use Agreements (includes all types of use agreements listed in Parts B-D of Attachment 16-A.)

<b>Permittee</b>	<b>Event Date</b>	<b>Location</b>	<b>Total Amount Due</b>	<b>Amount Paid</b>	<b>Balance Due</b>	<b>Date Due</b>
San Diego State University	Football Season 2020	Stadium	\$1.1M	\$0	\$1.1M	02/28/2021
San Diego State University	Football Season 2019	Stadium	\$1.1M	\$1.1M	\$0	02/28/2020
Global Sports Business, LLC (BFA Soccer)	Various dates from 07/01/2019 through 12/31/2020	Practice Field & Office Trailer	\$10,500	\$7,000	\$3,500	07/01/2020
OMBAC (Old Mission Bay Athletic Club)	Various dates from 01/01/2020 through 12/31/2020	Practice Field	\$14,250 rent \$2,950 field maintenance	\$5,500	\$11,700	Payment due monthly (5 <sup>th</sup> of each month)
BMW Club	Various dates from January 2020 through June 2020	Parking Lot	\$8,800	\$0	\$8,800	\$2,200 due prior to events scheduled for 2/9/20, 3/14/20,

						4/18/20 and 6/13/20
SCCA Club	Various dates from January 2020 through June 2020	Parking Lot	\$26,400	\$6,600	\$19,800	\$2,200.00 due prior to events scheduled for 1/25/20, 1/26/20, 2/15/20, 2/16/20, 3/7/20, 3/8/20, 4/18/20, 4/19/20, 5/16/20, 5/17/20, 6/13/20, 6/14/20
Porsche Club	Various dates from January 2020 through June 2020	Parking Lot	\$15,400	\$2,200	\$13,200	\$2,200.00 due prior to events scheduled for 2/29/20, 3/29/20, 4/5/20, 5/3/20, 6/6/20, 6/7/20, 6/28/20
San Diego County Sheriff's Department	Various dates from January 2020 through June 2020	Parking Lot	\$11,000	\$11,000	\$0	Paid in full.
American Medical Response	Various dates from January 2020 through June 2020	Parking Lot	\$5,500	\$5,500	\$0	Paid in full.
County of San Diego Health & Human Services Agency (drive thru testing)	March 16, 2020 – May 8, 2020	Parking Lot	\$0	\$0	\$0	COVID-19 emergency event
County of San Diego Health &	March 21-31, 2020	Parking Lot	\$0	\$0	\$0	COVID-19 emergency event

Human Services Agency (ambulance decontamination)						
San Diego & Imperial Counties Labor Council	March 21, 2020 – April 25, 2020 (every Saturday)	Parking Lot	\$0	\$0	\$0	COVID-19 emergency event
San Diego & Imperial Counties Labor Council	May 2-30, 2020 (every Saturday)	Parking Lot	\$0	\$0	\$0	COVID-19 emergency event
County of San Diego Health & Human Services Agency (drive thru testing)	May 18, 2020-ongoing	Parking Lot	\$0	\$0	\$0	COVID-19 emergency event
San Diego & Imperial Counties Labor Council	June 6-27, 2020 (every Saturday)	Parking Lot	\$0	\$0	\$0	COVID-19 emergency event

ATTACHMENT 17 TO PURCHASE AND SALE AGREEMENT

Schedule of Service Contracts

**\*\*General Note:** This schedule will be updated as additional service contracts are signed.

<b>Vendor Name</b>	<b>Service Description</b>	<b>Contract Start</b>	<b>Contract End</b>	<b>Contract Comments</b>
<b>Ace Parking</b>	Provide tenant parking services	7/1/2019	6/30/2021	General Contract Terms - City has right to terminate contract for convenience.
<b>Aramark Sports &amp; Entertainment</b>	Provide pre-event, event and post-event janitorial service	2/13/2019	2/13/2020	Contract Expired; No new contract.
<b>Bowl Game Association</b>	Provide management services related to the Holiday Bowl game, including ticket operations for events outside of the Holiday Bowl	1/16/2020	2/28/2020	Contract Expired; New contract in progress
<b>Bowl Game Association (Suites)</b>	Sell suite licenses for Stadium events	9/14/2017	12/31/2020	General Contract Terms - City has right to terminate contract for convenience. Contract will terminate when City ceases operation of stadium.
<b>Contemporary Services Corporation (CSC)</b>	Provide security services	7/1/2019	6/30/2020	General Contract Terms - City has right to terminate contract for convenience.
<b>Fox Sports College Properties (Naming Rights)</b>	Sell and manage services related to building naming rights	7/13/2018	12/31/2020	Refer to language in Fox Sports "Stadium Sponsorship Sales" agreement.
<b>Fox Sports College Properties (Stadium Sponsorship Sales)</b>	Provide management services related to signage and sponsorship sales	9/15/2017	12/31/2020	Contract is terminable by either party upon change of control.
<b>Live Nation, Ticketmaster LLC</b>	Provide ticketing services			New contract in process; Contract will terminate when City ceases operation of stadium or change in ownership.
<b>San Diego Sportservice (Delaware North)</b>	Provide monthly management and operation of stadium concessions	1/1/2018	12/31/2020	General Contract Terms - City has right to terminate contract for convenience.
<b>Specialized Elevator Services LLC</b>	Provide elevator maintenance, repairs, and stand-by services	10/1/2018	6/30/2020	General Contract Terms - City has right to terminate contract for convenience.

ATTACHMENT 17 TO PURCHASE AND SALE AGREEMENT

Schedule of Service Contracts

**\*\*General Note: This schedule will be updated as additional service contracts are signed.**

<b>Urban Corps of San Diego</b>	Provide stadium interior pickup / recycling service	1/2/2020	6/30/2020	General Contract Terms - City has right to terminate contract for convenience. City may terminate with change in ownership or management.
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## ATTACHMENT 18 TO PURCHASE AND SALE AGREEMENT

### Schedule of Licenses and Permits

Permits tied to building. New owner info will need to be updated upon sale.

- Air Pollution Control District
- County of San Diego – Dept. of Environmental Health (Hazardous Waste)
- SESAC – Music Licensing
- State of California – Elevators

\*\*General Note: This attachment will be updated if City staff identifies any Licenses and Permits that are assignable to CSU.



ATTACHMENT 19 TO PURCHASE AND SALE AGREEMENT

Grant Deed

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

[CSU]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

433	250	13	ALL
433	250	14	ALL
433	250	16	PTN

Space above line for Recorder's use only

Exempt from Recording Fees per Cal. Govt. Code § 27383  
Exempt from Documentary Transfer Tax per Cal. Govt. Code § 11922

**GRANT DEED**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, THE CITY OF SAN DIEGO, a California municipal corporation ("**Grantor**" or "**City**"), conveys, remises and grants to THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of San Diego State University ("**Grantee**"), all that real property located in the City of San Diego, County of San Diego, State of California, comprised of approximately 135.12 acres of land, together with all rights and appurtenances thereto ("**Property**"), excepting therefrom the pueblo rights to all subsurface waters hydrologically connected thereto, all other rights in subsurface waters, including the ground water and water source, and any rights to extract and use water, and subject to all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements of record, and all other matters of record as of the date of recordation of this Grant Deed, including the following documents recorded substantially concurrent with this Grant Deed against the Property in the Official Records of the San Diego County Recorder: Declaration of Covenants, Conditions, and Restrictions Regarding Development, Permitting, Operation, and Maintenance of SDSU Mission Valley Property; Declaration of Covenants, Conditions, and Restrictions Regarding Affordable Housing Development on SDSU Mission Valley Property; Agreement Regarding Reservation of Future Recreation Center Site; and Easement Agreement Regarding Sewer and Water Facilities, Rights-of-Way, and San Diego River Access – Stage 1 (Construction Period). The Property is legally described in **Exhibit A** and depicted in **Exhibit B**. All exhibits attached to this Grant Deed are incorporated fully by reference into this Grant Deed.

Grantor severs from the Property all the public utility improvements, other than those for storm water purposes (with the exception of the existing 48" storm drain serving Friars Road and San Diego Mission Road located in the northeasterly portion of the Property), in use at the time of

Grantor's signature of this Grant Deed, along with any appurtenances thereto (collectively, "**Utility Improvements**"), and Grantor reserves, for the benefit of the public, ownership of the Utility Improvements. The Utility Improvements do not include any pipelines, drains, or appurtenances used for storm water purposes (with the exception of the 48" storm drain) or the water pipelines servicing only the stadium, which will transfer to and be the sole responsibility of Grantee.

Grantor is aware that the Property is improved with the following types of infrastructure not in use at the time of Grantor's signature of this Grant Deed: (i) pipelines for sewer purposes ("**Sewer Lateral**"); and (ii) pipelines for water purposes ("**Water Lateral**"). Additionally, the Property is improved with water pipelines servicing only the stadium ("**Stadium Water Lines**"), and pipelines used for storm water purposes which continue onto the River Park Property, and potentially beyond ("**Storm Water Improvements**"). By this Grant Deed, ownership of the following facilities and items is transferred from Grantor to Grantee: the Sewer Lateral and the Water Lateral, along with all other sewer and water improvements, and any appurtenances thereto, which are not located within recorded easements and are not in use at the time of Grantor's signature of this Grant Deed; the Stadium Water Lines; and the Storm Water Improvements to their point of terminus, including those portions located on (a) that certain real property situated contiguous to the Property and located between the southern boundary of the Property and the northern bank of the San Diego River, including approximately 34.6 acres, as legally described in **Exhibit C** and depicted in **Exhibit D** ("**River Park Property**"); and (b) that certain real property within portions of the San Diego River and its floodplain, commonly known as the Stadium Wetland Mitigation Project site, consisting of approximately 57 acres (including approximately 40.4 acres of waters of the United States), and located immediately south of the River Park Property ("**Wetland Mitigation Project Site**").

*[signature page follows]*

IN WITNESS WHEREOF, a duly authorized representative of each party has signed this Grant Deed, to be effective upon its recordation in the Official Records of the San Diego County Recorder's Office.

**San Diego City Council Authorizing Resolution No. R-\_\_\_\_\_**

**Date of Final Passage: \_\_\_\_\_**

**GRANTOR:**

THE CITY OF SAN DIEGO, a California  
municipal corporation

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Cybele L. Thompson  
Director, Real Estate Assets

*Approved as to form:*

MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE  
OF INTEREST IN REAL PROPERTY**

THIS IS TO CERTIFY that the interest in real property conveyed by GRANT DEED submitted into Escrow Account Number XXX-XXX-XX, dated \_\_\_\_\_ from The City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Trustees of The California State University pursuant to authority conferred by Section TBD of the California Education Code, Standing Orders of the Board of Trustees of The California State University, and authority delegated by the Chancellor to the undersigned.

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ACCEPTED BY AND ON BEHALF OF THE BOARD OF TRUSTEES  
OF THE CALIFORNIA STATE UNIVERSITY

By: \_\_\_\_\_  
Elvyra F. San Juan  
Assistant Vice Chancellor  
Capital Planning, Design and Construction

Dated: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of Property**

[To be Attached]

**EXHIBIT B**  
**Depiction of Property**

[To be Attached]

**EXHIBIT C**

**Legal Description of River Park Property**

[To be Attached]



**EXHIBIT D**

**Depiction of River Park Property**

[To be Attached]

ATTACHMENT 20 TO PURCHASE AND SALE AGREEMENT

Bill of Sale and Assignment and Assumption Agreement

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement (“**Assignment**”) is entered into as of \_\_\_\_\_, 2020 [insert Closing Date here] (“**Closing Date**”), by and between the CITY OF SAN DIEGO, a California municipal corporation (“**Assignor**”), and the BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of San Diego State University (“**Assignee**”).

RECITALS

Assignor and Assignee (collectively, the “**Parties**,” and individually, a “**Party**”) enter into this Assignment with reference to the following facts:

A. The Parties previously entered into that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions, dated \_\_\_\_\_, 2020 (“**PSA**”), pursuant to which Assignor sold and conveyed to Assignee, and Assignee purchased and acquired from Assignor, certain improved real property (“**Property**”).

B. Assignor is a signatory to certain real property leases, subleases, licenses, occupancy agreements, or other agreements providing for the use or occupancy of certain portions of the Property, as identified in that certain Schedule of Leases (Attachment 16A to the PSA) and that certain Rent Roll (Attachment 16B to the PSA) (collectively, “**Leases**”). The Leases are also described in **Exhibit A**.

C. Assignor is also a signatory to certain licenses and permits related to the operation of the Property, as identified in that certain Schedule of Licenses and Permits (Attachment 18 to the PSA) (collectively, “**Licenses and Permits**”). The Licenses and Permits are also described in **Exhibit B**.

D. Assignor is also a signatory to certain maintenance, service, and supply contracts, and other agreements for goods and services, including equipment leases, related to the operation of the Property, as identified in that certain Schedule of Service Contracts (Attachment 17 to the PSA) (collectively, “**Service Contracts**”). Those Service Contracts which Assignee has agreed to assume pursuant to Section 4.2 of the PSA are described in **Exhibit C (“Assigned Service Contracts”)**.

E. Under the terms of the PSA, Assignor is required to assign to Assignee all of Assignor’s right, title, and interest in the Leases, the Licenses and Permits, and the Assigned Service Contracts (collectively, “**Assigned Contracts**”). This Assignment is intended to be Assignor’s assignment to Assignee of all of Assignor’s right, title, and interest in the Assigned Contracts.

F. Through this Assignment, and consistent with the terms of the PSA, Assignor will convey to Assignee all equipment, machinery, furniture, furnishings, supplies, and other tangible personal property and fixtures, if any, owned by the Assignor and located on the Property or used by the Assignor, solely in connection with the operation, ownership, maintenance, use, leasing, service, or management of the Property as of the Effective Date of this Agreement, except as expressly set forth in this Bill of Sale and Assignment and Assumption Agreement and excluding all computers and copiers, together with all related accessories, connections, fixtures and equipment. The Tangible Personal Property will not include personal property leased by the City or vehicle fleets or equipment stored on the Real Property and will not include the following additional items: \_\_\_\_\_ (collectively, "**Tangible Personal Property**"). This Assignment is intended to be the bill of sale evidencing Assignor's sale and conveyance to Assignee of Assignor's right, title, and interest in the Tangible Personal Property. [Note: \_\_\_\_\_ awaiting City staff's input as to whether any equipment or other personal property items need to be excluded from the transfer of Tangible Personal Property to CSU.]

G. Assignor holds right, title and interest in and to certain intangible personal property related to the Property defined as the **Intangible Personal Property** in the PSA, which definition excludes City-owned or controlled facilities located on the Property that will remain owned or controlled by the City after the Closing and any and all funds of, or controlled by, the City.

#### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration and the promises and agreements contained in this Assignment, the Parties agree as follows:

1. **INCORPORATION.** The recitals of fact set forth above, and all exhibits attached to this Assignment, are incorporated into this Assignment, in their entirety, by this reference.
2. **ASSIGNMENT.** As of the Closing Date, in connection with and in furtherance of the PSA and its attachments, Assignor assigns to Assignee all of Assignor's right, title, and interest in and to the Assigned Contracts and the Intangible Personal Property. Assignor's assignment of the Leases to Assignee is subject to the rentals, terms, covenants, obligations, and restrictions contained in the Leases. Assignor shall be entitled to all revenues from the Leases attributable to any time preceding the Closing Date, and Assignee shall be entitled to all revenues from the Leases attributable to any time on or after the Closing Date. The Assignment of the Assigned Contracts and the Intangible Personal Property from Assignor to Assignee pursuant to this Bill of Sale is for use by Assignee and its successor and assigns in connection with Bona Fide Public Purposes on, in or under that portion of the Property such Assigned Contracts and Intangible Property is located, or in connection with that portion of the Property to which an item relates, and neither Assignee nor its successors or assigns shall make any use of such Assigned Contracts and Intangible Property or portion thereof which interferes with any easements or other City rights reserved or granted to City pursuant to PSA and the attachments to the PSA and pursuant to any documents recorded against the Property of even date herewith to effectuate the PSA and its attachments.
3. **ASSUMPTION.** As of the Closing Date, Assignee assumes the Assigned Contracts and the Intangible Personal Property from Assignor and agrees to perform all of Assignor's

obligations under the Assigned Contracts and the Intangible Personal Property arising on or after the Closing Date.

4. **BILL OF SALE.** As of the Closing Date, Assignor sells, assigns, and transfers to Assignee all of Assignor's right, title, and interest in the Tangible Personal Property, subject to the terms and conditions of this Assignment. Assignee acknowledges that Assignee is acquiring the Tangible Personal Property in its "as-is" condition and "with all faults." Assignor makes no express or implied warranties of any kind whatsoever with respect to the Tangible Personal Property, whether pursuant to the California Uniform Commercial Code or otherwise, including any warranty regarding the condition of the Tangible Personal Property or any warranty of merchantability or fitness for a particular purpose, and all such warranties are disclaimed by Assignor. Possession of the Tangible Personal Property shall be delivered to Assignor on the Closing Date in the Tangible Personal Property's "as-is" condition on the Closing Date. After the Effective Date of the PSA (as such term is defined in the PSA), Assignor shall not sell or assign or agree to sell or assign any Tangible Personal Property to any third party unless such sale or assignment is required by the terms and conditions of any applicable lease or agreement existing as of the Effective Date of the PSA.

5. **LEASE TENANT NOTICES.** Promptly after the Closing Date (and in any event, within fifteen (15) days after the Closing Date), Assignor agrees to deliver to each tenant with whom Assignor is in privity of contract under the Leases any notice required by law or the applicable Lease in a form reasonably agreed to by Assignor and Assignee to inform such tenant that Assignor transferred to Assignee, as of the Closing Date, all of Assignor's interests in the Property, the Lease, and the security deposit (if any) held by Assignor pursuant to the Lease. The notice also shall direct the tenant to mail or deliver all subsequent rental payments or other payments owed under the applicable Lease to Assignee at the following address [**CSU address to be inserted below by CSU**]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **INDEMNIFICATION.**

6.1 **Key Defined Terms.** For all purposes of this Assignment, (i) "**Person**" means any individual, association, corporation, governmental entity or agency, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind; (ii) "**Third Person**" means any Person that is not a Party, an affiliate of a Party, or an elected official, officer, employee, or agent of a Party; (iii) "**Claim**" means any claim, loss, cost, damage, expense, liability, lien, legal proceeding, enforcement action, administrative action or proceeding, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, notice of violation, fine, or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and, if the Party providing indemnification improperly fails to provide a defense for any indemnified Person, then Legal Costs of each such indemnified Person), and all financial or performance obligations arising from any judgment, decree, order, or other written decision issued by any governmental representative or entity; and (iv) "**Legal Costs**" means, in reference

to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to reimbursement as the prevailing party or otherwise, including reasonable attorneys' fees, court costs, consultant expenses, investigative costs, and expert witness expenses. For clarification, Legal Costs do not include damages awarded to such Party or imposed by settlement.

6.2 Assignor's Indemnification. Assignor shall indemnify, defend, and hold harmless Assignee against any Claim arising before the Closing Date relating to the Assigned Contracts, the Intangible Personal Property or the Tangible Personal Property, to the extent such Claim arises from or relates to: (a) any wrongful intentional act or sole established negligence of Assignor; or (b) any agreement Assignor (or anyone claiming by or through Assignor) makes or has made with a Third Person regarding the Assigned Contracts, the Intangible Personal Property or the Tangible Personal Property.

6.3 Assignee's Indemnification. Assignee shall indemnify, defend, and hold harmless Assignor against any Claim arising on or after the Closing Date relating to the Assigned Contracts, the Intangible Personal Property or the Tangible Personal Property, to the extent such Claim arises from or relates to: (a) any wrongful intentional act or sole established negligence of Assignee; or (b) any agreement Assignee (or anyone claiming by or through Assignee) makes or has made with a Third Person regarding the Assigned Contracts, the Intangible Personal Property or the Tangible Personal Property.

7. **NOTICES.** All notices required or permitted to be provided under this Assignment shall be delivered in the same manner and to the same addressees as shown in the "Notices" provision of the PSA.

8. **COUNTERPARTS.** This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same document.

9. **BINDING EFFECT.** This Assignment shall be binding on and inure to the benefit of the Parties and their respective heirs, administrators, successors, and assigns.

10. **SURVIVAL.** All rights or obligations that by their nature accrue or are to be performed after expiration or termination of this Assignment shall survive such expiration or termination.

11. **CAPTIONS.** The section headings in this Assignment are for convenience of reference only and are not intended to affect the substance or interpretation of this Assignment.

12. **NO INTENDED THIRD-PARTY BENEFICIARIES.** Nothing in this Assignment is intended by the Parties to create any rights for, in favor of, or on behalf of, any Third Person.

13. **WAIVERS.** No waiver of any provision of this Assignment shall be deemed a waiver of any other provision of this Assignment, and no waiver of any provision in this Assignment shall be valid, unless in writing and signed by an authorized representative of the waiving Party.

14. **PRINCIPLES OF INTERPRETATION.** No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this Assignment. The Parties have

each participated substantially in the negotiation, drafting, and revision of this Assignment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Assignment may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Assignment. The words "include" and "including" in this Assignment shall be construed to be followed by the words: "without limitation." Each collective noun in this Assignment shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Assignment, refers to such document, as modified from time to time (excepting any modification that violates this Assignment), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Assignment includes the word "and." The word "shall" has the same meaning as the word "must" and denotes a mandatory action. The word "may" denotes a permissive action. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this Assignment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

15. **AMENDMENT.** All amendments to this Agreement must be in writing and signed by the respective authorized representative(s) of both Parties.

16. **GOVERNING LAW.** This Assignment shall be governed and construed in accordance with the procedural and substantive laws of the State of California, without regard to conflicts of laws principles.

17. **LEGAL COSTS.** If any legal action is brought by either Party to enforce or interpret any provision of this Assignment or is based upon any matter arising out of or related in any way to this Assignment, the prevailing Party shall be entitled to recover its Legal Costs from the other Party.

*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, a duly authorized representative of each Party has signed this Assignment, to be effective as of the Closing Date.

**ASSIGNOR:**

Date: \_\_\_\_\_ City of San Diego,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

MARA W. ELLIOTT, City Attorney

By: \_\_\_\_\_  
Kevin Reisch  
Senior Chief Deputy City Attorney

**ASSIGNEE:**

The Board of Trustees of the California State University,  
the State of California acting in its higher education  
capacity, on behalf of San Diego State University

Date: \_\_\_\_\_ By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

SHEPPARD MULLIN RICHTER &  
HAMPTON

By: \_\_\_\_\_  
Domenic Drago, Counsel for The  
Board of Trustees of the California  
State University, which is the State of  
California acting in its higher  
education capacity on behalf of San  
Diego State University

**EXHIBIT A**

**List of Leases**

**[to be attached behind this cover page]**



**EXHIBIT B**

**List of Licenses and Permits**

**[to be attached behind this cover page]**

**EXHIBIT C**

**List of Service Contracts**

**[to be attached behind this cover page]**